



GAIL FARBER, Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS**

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331

<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

November 18, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 November 18, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AWARD OF CONTRACT FOR
GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to award a contract for graffiti removal services in Zone 5 – South County areas within the unincorporated County communities of Altadena, Azusa, Bradbury, Chapman Woods, Charter Oak, Chatsworth, Citrus, Claremont, Covina, Duarte, East Pasadena, Glendora, Irwindale, Kagel Canyon, La Crescenta, Lake View Terrace, La Verne, Mayflower Village, Monrovia, Montrose, Pomona, San Dimas, and West Hills.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the contract work is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract Graffiti Removal Services Zone 5 – South County in the annual sum of \$119,000 to Superior Property Services, Inc., and direct the Chairman to execute the contract. This contract will be for a period of 1 year commencing on January 1, 2015, or upon the Board's approval, whichever occurs last, with four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential contract term of 66 months with a maximum potential contract sum of \$654,500.

4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to renew the contract for each additional renewal option and extension period if, in the opinion of the Director of Public Works or her designee, Superior Property Services, Inc., has successfully performed during the previous contract period and the services are still required; to approve and execute amendments to incorporate necessary changes within the scope of work; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide graffiti removal services within the unincorporated County areas of Zone 5 - South County. To keep with the Department of Public Works effort to consolidate the graffiti removal services contracts throughout the unincorporated County areas, the award of this contract combines the two previous contracts for Zones 5A and 5C. Public Works has contracted for these services since 1997. The work to be performed will consist of graffiti abatement and paint-out projects and is designed to eliminate graffiti as quickly and as often as possible.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1), Community Support and Responsiveness (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

The annual contract sum is \$119,000 plus 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract. This amount is based on Public Works' estimated annual requirements for these services at the monthly rate quoted by the contractor.

Funding for these services, including an additional 10 percent funding for contingencies, is included in the Public Works General Fund, Road Fund, and Special Road Districts Fund Fiscal Year 2014-15 Budgets. Funds to finance the contract's option years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Superior Property Services, Inc., located in Pico Rivera, California. The contractor is certified by the County of Los Angeles as a Local Small Business Enterprise. This contract will commence on January 1, 2015, or upon the Board's approval, whichever occurs last, for a period of 1 year. With the Board's delegated authority, the Director of Public Works or her designee may renew the contract for four 1-year renewal options and a month-to-month extension up to 6 months for a maximum potential total contract term of 66 months.

The contract has been executed by Superior Property Services, Inc., and approved as to form by

County Counsel (Enclosure A). The recommended contract was solicited on an open-competitive basis and is in accordance with applicable Federal, State, and County requirements. The contractor is in compliance with the requirements of the Chief Executive Officer and the Board.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Data regarding the proposers' minority participation is on file with Public Works. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

Pursuant to the applicable memorandum of understanding, the Request for Proposals (RFP) for this contracted service was submitted on April 28, 2014, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

This work is being contracted in accordance with procedures authorized under County Charter, Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in the Los Angeles County Code, Section 2.121.380, have been met.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to this proposed contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will pay its full-time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

This contract does not allow for a cost-of-living adjustment for the optional years.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA.

CONTRACTING PROCESS

On April 29, 2014, Public Works solicited proposals from 186 independent contractors and community business enterprises to accomplish this work. Also, a notice of the RFP was placed on the County's "Doing Business With Us" website (Enclosure B), and an advertisement was placed in the Los Angeles Times.

On May 27, 2014, four proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. One proposal was disqualified due to failure to comply with the RFP's minimum mandatory requirements. The remaining proposals having met these requirements were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included the price, experience, work plan, financial resources, performance history/references, equipment, and demonstrated control over labor/payroll record keeping using the informed averaging methodology, for applicable criteria. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, apparent responsive, responsible, and lowest-cost, proposer, Superior Property Services, Inc.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

The Honorable Board of Supervisors

11/18/2014

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SUPERIOR PROPERTY SERVICES, INC.

FOR

GRAFFITI REMOVAL SERVICES
ZONE 5 – SOUTH COUNTY (2014-PA012)

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- EXHIBIT F Location Map**

AGREEMENT FOR

GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY (2014-PA012)

THIS AGREEMENT, made and entered into this 18th day of November, 2014, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SUPERIOR PROPERTY SERVICES, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on May 27, 2014, hereby agrees to provide services as described in this Contract for Graffiti Removal Services Zone 5 – South County (2014-PA012).

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; and Exhibit F, Location Map; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$119,000 per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on January 1, 2015, or upon the Board's approval, whichever occurs last. The COUNTY shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option and extension shall be exercised at the sole discretion of the COUNTY. The COUNTY, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the COUNTY, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

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FIFTH: The CONTRACTOR shall bill monthly in arrears, for the work performed during the preceding month. Work performed shall be billed at the monthly unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through F, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By *Don Kuehl*
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By *Carla Little*
Deputy NOV 18 2014

By *Carla Little*
Deputy NOV 18 2014

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By *Mark Saladino*
Deputy

SUPERIOR PROPERTY SERVICES,
INC.

By *Walter P. ...*
Its President

RONALD L. BRUNECK
Type or Print Name

By *Walter P. ...*
Its Secretary

RONALD L. BRUNECK
Type or Print Name

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

46 NOV 18 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On Oct. 22nd 2014 before me, Sandhya Chowhan-Pawar, Notary Public
(Here insert name and title of the officer)

personally appeared Ronald L. Brunech

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Sandhya Chowhan-Pawar
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT
Graffiti Removal Services Inc S.S. corp
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 10/22/14

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer
President/Secretary
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

SCOPE OF WORK

GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY

A. Public Works Program Manager

The Public Works Program Manager (a.k.a., Graffiti Abatement Program Manager) is Ms. Ari DeChellis of Land Development Division, who may be contacted at (626) 458-4062, e-mail address: adechellis@dpw.lacounty.gov, Monday through Thursday, 7:15 a.m. to 6 p.m. The Program Manager or designee is the only person authorized by Public Works to request work of the Contractor. The Contractor will be notified in writing when there is a change in the Program Manager.

B. Work Locations

The Work locations are detailed in Exhibit F. If any County unincorporated area of the Graffiti Removal in Zone 5, South County, is not captured in the Exhibit F map, the County unincorporated area detailed in the Thomas Guide pages provided shall prevail.

- Exhibit F is the map of graffiti removal area of Zone 5, South County. (Thomas Guide pages 482, 499, 500, 504, 505, 529, 534, 535, 536, 566, 567, 568, 569, 569, 570, 571, 597, 598, 599, 600, and 601).

Graffiti Removal in Zone 5, South County consists of the unincorporated County areas of Lake View Terrace, Kagel Canyon, Chatsworth, La Crescenta, Altadena, East Pasadena, Chapman Woods, West Hills, Montrose, Monrovia, Duarte, Bradbury, Azusa, Glendora, San Dimas, La Verne, Claremont, Mayflower Village, Irwindale, Covina, Charter Oak, Citrus, and Pomona.

C. Background

The work to be performed under this Contract consists of removing graffiti by using chemical solvents, pressure washing, and painting on various surfaces to remove or cover the graffiti and to perform paint-out projects to beautify surfaces and objects. Paint-out projects include, but are not limited to, painting surfaces that are in need of enhancement and/or beautification as well as color-matching. Public Works' Graffiti Abatement Program's goal is to remove graffiti as quickly and as often as necessary to keep the areas free from graffiti. A prompt cleanup is considered preventive from the standpoint that if graffiti marks do not remain for long periods, vandals' satisfaction from seeing their marks and having others see them is limited. The potential for notoriety and recognition, a key motivator for graffiti vandals is directly impacted when the graffiti is quickly removed.

D. Work Description – General Statement

The primary objective of this Contract is to keep the area graffiti free by removing all graffiti in the Zone 5, South County areas, patrol, and do paint-out projects. Contractor shall remove graffiti from all surfaces in the specified zone from private, residential/commercial/industrial/and public property. The County's goal is to minimize graffiti within the established zone. The Contractor shall fulfill requests for removal and remove all graffiti seen in the immediate area. The Contractor shall patrol the assigned Zone 5, South County areas, to seek, find, and remove graffiti and do paint-outs. However, the Program Manager or designee has the authority to dictate special requests including, but not limited to, the removal of murals when authorized.

Contractor shall provide a minimum number of crews. A crew is defined as consisting of at least one full-time (40 hours/week, Monday through Friday) person in a fully equipped vehicle designated to carry out the duties detailed in this Graffiti Removal Contract.

The Contractor shall provide a minimum number of crews as follows:

- Graffiti Removal at Zone 5, South County - a minimum of 2.5 crews.

These crews shall be dedicated solely to the area on the days of operation as specified in subparagraph E.1. However, if pressure washing is required, a pressure washer is mandatory as to not impact the daily operation. The Contractor shall make crews available for special requests and priority assignments requested by the Program Manager or designee.

The Contractor shall establish and implement daily routes for crews and provide a schedule of such routes to inform the Program Manager of the expected locations and work schedule of the crews. The schedule shall conform with the Work Plan set forth in the Contractor's Proposal for this Contract, the Contractor's Staffing Plan and Cost Methodology Form (LW-8) submitted for this Contract, and subparagraph E.1 of this Exhibit. This routine schedule will be used as a reference to account for all hours the Contractor's staff work under this Contract. This schedule will be approved by the Program Manager and any changes in this schedule must have approval from the Program Manager.

The Contractor shall designate a supervisor who can be contacted to confer with Public Works' Contract Monitors with respect to graffiti removal service and handle issues relating to contractor's operations and painters' performance. The Contract Monitor is the "designee" of the Program Manager, they patrol the areas, identify graffiti, report it, monitor the work done by the contractor, act as the point of contact for constituent referrals and complaints, and issues relating to the contract, work, and contractor crews. They manage the area covered in the

contract on behalf of the Contract Manager. The Contractor's supervisor shall have a thorough knowledge of the needs of the assigned Public Works' Graffiti Program for the Zone 5, South County areas, graffiti removal and paint-out projects and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

The County reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's sole and absolute discretion. The Contractor waives all claims against the County for damages or loss of any nature resulting from the County's failure to use the Contractor's services including, but not limited to, lost profit.

E. General Graffiti Removal Services

The Contractor shall:

1. Maintain a zero-tolerance policy, in accordance with the Contractor's Work Plan. The Contractor shall follow its Work Plan throughout the entire Contract unless otherwise approved in writing by the Program Manager. In addition, the Contractor shall:
 - a. Remove vulgar and threatening graffiti (i.e., profane, obscene, racist, gang 187's, or cross-outs) within 24 hours, seven days a week.
 - b. Respond to Public Works Program Manager or designee concerning special requests and priority assignments, including paint-out projects and color match corrective painting within 24 hours, seven days a week.
 - c. Remove graffiti within 48 hours upon notification, Monday through Friday.
2. Match all paints to existing colors to the satisfaction of the Program Manager or designee. The Contractor shall receive no additional compensation for repainting any area to match the color whether or not original graffiti removal was done by current Contractor. Graffiti shall be removed using new or recycled water-based paint. Contractor shall make the best possible match to the existing color.
3. Provide Public Works with work record reports no later than the fifth day of each month with the monthly invoice. The monthly report shall indicate the number and source of crews utilized and hours worked. This report will also include locations of tags removed (address and whether it was private property or in the public road right of way) and square footage of graffiti removed, painted over or pressure washed. The Program Manager or designee may originate graffiti removal work requests and shall receive

all completion reports from the Contractor through the Graffiti Abatement Referral System, and in an electronic version (Excel). These reports will then be routed to the Program Manager who may perform quality control inspections. Mail completed work reports to:

County of Los Angeles, Department of Public Works
Land Development Division
Graffiti Abatement Section
Attention Ms. Ari DeChellis
900 South Fremont Avenue
Alhambra, CA 91803-1331

4. Perform all work necessary to complete this Contract in a satisfactory manner and shall provide all personnel, supervision, vehicles, appropriate tools, supplies, materials, equipment, transportation, and other incidentals necessary to perform work.
5. Remove graffiti from all types of surfaces including, but not limited to, wood, metal, signage, stucco, brick, concrete, cinder blocks, sidewalks, smooth concrete, very rough grouted riprap, and various pavement surfaces, etc., using appropriate methods of covering or removing graffiti for the particular surface and conditions including, but not limited to, water blasting, sand blasting, painting over (both with rollers and spray guns), and utilizing County approved solvents (see subparagraph E.9).
6. Remove graffiti, do paint-out, or murals (murals shall only be removed with authorization from the Program Manager – see paragraph AA. Murals) with water-based and/or water-based recycled paint. The color of the paint shall match the color of the surface to which it is applied. In areas where repainting is required in order to match the existing paint, Contractor shall paint over with the right color to match at no additional cost to the County. The paint may be applied either mechanically or manually in a neat and even manner such that it completely covers or eradicates any graffiti present and does not leave splatter marks on the ground. Use drop cloths on all work assignments to protect sidewalks, vegetation, vehicles, etc., from paint spillage. If the Contractor encounters graffiti on walls with painted vines, they shall contact the Program Manager or designee for instructions on how to handle.
7. Furnish all the necessary and appropriate graffiti removing products and equipment including, but not limited to, brushes, rollers, spray guns, ladders, cloths, paint, paint thinner, County-approved graffiti-removing solutions, drop cloths, brooms, dustpans, plastic bags (for debris disposal), etc.

8. Use appropriate methods of covering or removing graffiti for the particular surface and conditions, such as, but not limited to, water blasting (on sidewalks), painting over on block walls that are painted, water blasting on block walls that are not painted, and chemical solvents (on signage). Any chemical solvents utilized to remove graffiti shall have a Material Safety Data Sheet available for Public Works' review.
9. Remove graffiti found on signs in Zone 5, South County Areas. Graffiti on signs should be removed with any of the following County approved solvents:
 - a. OFF-B Off-B, graffiti remover - liquid form
 - b. 3M™ Citrus Base Industrial Cleaner
 - c. State Chemical Graffiti Wipes
10. Train its personnel in proper graffiti removal techniques and provide corrective instruction to its personnel, if they are removing graffiti improperly. Additionally, Contractor will stay informed of new techniques of graffiti removal products and equipment.
11. Not allow any debris from its operations under this Contract, especially from the water/sand blasting operations, to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System Permit (NPDES). If such violation occurs, Contractor shall notify Public Works immediately. Should Contractor violate this requirement liquidated damages will be imposed. In addition, if Contractor fails to comply with the requirements of the NPDES, in accordance with the Performance Requirements Summary, under this Exhibit, Section X., an additional \$500 per each violation shall be imposed.
12. Use appropriate Best Management Practices (BMP) including, but not limited to, drop cloths on all worksites to protect sidewalks, vegetation, etc., from paint spillage or overspray.
13. Obtain and retain the written consent of the owner or the owner's authorized agent of privately-owned property before commencing work.
14. Place special emphasis on assisting Public Works with special requests (i.e., removal of graffiti before parades, special events, etc.).

Public Works reserves the right to change any aspect of the reporting system or the Contractor reporting system. Such change could be due to improvements in our computer applications capabilities or for any other reason.

F. Hours and Days of Operation

Any operation generating loud, harsh, or unusual noise shall be restricted to the hours of 7 a.m. to 6 p.m. The days of operation shall be as indicated in subparagraph E.1. The days of operation shall be Monday through Sunday, each week, except for the following observed holidays.

Observed Holidays:

- New Year's Day
- Independence Day
- Thanksgiving Day
- Christmas Day

G. Telephone Communications

The Contractor shall be available at all times to report and confer with Public Works Program Manager or designee with respect to these graffiti removal services. The Contractor shall provide a telephone answering service within the County, 8 a.m. to 5 p.m., Monday through Sunday, except on County-observed holidays, to receive instructions, information, complaints, etc., from Public Works.

H. Supervisor Qualifications

The Contractor's supervisor as indicated in Contractor's Work Plan if any, shall have a thorough knowledge of the needs of the assigned Zone 5, South County areas, graffiti removal and paint-out techniques, and the operation of appropriate equipment required to carry out these specifications, terms, conditions, and requirements of the Contract.

I. Vehicle Signage

Vehicle signage will be optional; however, any signage referencing the County of Los Angeles Graffiti Abatement Program shall be in the following form: "County of Los Angeles Graffiti Abatement Program" and the Contractor's name or firm's name, together with Public Works "Hotline Number," in legible letters, not less than two inches in height, on both sides of all trucks/vehicles used in the graffiti removal Zone 5, South County areas.

J. Responsibilities of Contractor

1. The designated Contractor's daytime supervisor, as defined in this Exhibit and Section D, Work Description, on page A.2 shall have a thorough knowledge of the Zone 5, South County areas, under their purview and shall speak and understand English.

2. In the event a crew could not be deployed, the Contractor's supervisor shall immediately replace that crew to make sure that coverage is maintained.
3. Contractor shall maintain a well-trained reserve force to cover the work in the event of an emergency or to provide coverage if any crew could not be deployed on any given day.
4. The designated Contractor's supervisor shall provide a 24-hour emergency contact number.
5. All crews shall receive a minimum of one eight-hour workday training in the Zone 5, South County area assigned to them at the Contractor's expense and in accordance with the County's Living Wage Ordinance prior to providing billable services to the County. Training must include, but not limited, to the details of the Work Plan, crew responsibilities, techniques in removal, boundaries of County jurisdiction, and safety rules and regulations.
6. Contractor shall provide the contact information of on-site personnel per area so Graffiti Abatement may contact.
7. Only employees employed by the Contractor shall be allowed to provide services under this Contract. Any use of Subcontractors shall be deemed a material breach of Contract unless expressly authorized in writing by the Program Manager.

K. Graffiti Removal Services

For graffiti removal from County owned property, the Contractor shall adhere to the following additional specifications:

1. Water-based and/or recycled paint shall be used.
2. Concrete Block Walls/Concrete Walls: All graffiti shall be removed by either a water blasting machine with soda compound or painted over with water-based paint. If using paint, it shall be feathered to blend well with the surrounding wall. The paint-over color shall match the wall color. Overspray on non-County-owned or private property shall not be allowed.
3. Sidewalk Surfaces: Removal of graffiti from concrete sidewalks shall be done by using a water blasting machine with soda compound. If sidewalk has been previously painted, paint over with water-based paint. The sidewalks shall be clean of all graffiti and graffiti residue (sand). The sidewalks shall be blocked off as needed to maintain the public safety.

4. Curb Facing: Remove all graffiti paint from curb surfaces. The Contractor shall use the standard paint colors (red, blue, yellow, green, and white) depending on the original curb color and/or parking restrictions as approved by Public Works. Nonpainted curbs shall be painted using concrete color paint or cleaned with water blasting machines.
5. Chainlink Fencing: All graffiti on pipes and fencing shall be painted over using a galvanized color to match the fencing fabric and pipe color. The paint-over color shall be feathered into the fabric and along the pipes.
6. Pedestrian bridges/underpasses: The Contractor shall be responsible for removing graffiti found on all pedestrian bridges and underpasses in the Zone 5, South County areas. Interior walls may be carefully sprayed but bridge floor shall be pressure washed if not previously painted. If previously painted, Contractor shall paint with water-based paint mixed with sand. Please notify Public Works to prepare work area, to make it free of debris prior to removing graffiti off of these footbridges. Pedestrian bridges will have a 72-hour turnaround time upon Public Works completion of initial clean up. The Contractor shall schedule and complete removal during hours that school is in session. Where there is a risk of overspray harming personal property or difficulties in reaching the area with equipment, utilizing rollers to apply paint to cover graffiti, or paint-out is required. Contractor will place traffic cones and/or other appropriate traffic control equipment to divert pedestrians and cyclists.
7. Rock Walls: All graffiti shall be removed using only a water blasting machine with soda compound. All paint shall be removed from rock face and mortar joints to match all other rock facing. No painting over shall be used unless the wall was previously painted. The Contractor shall color match the paint to the previous color using water-based paint.
8. Concrete Light Poles: Graffiti shall be removed from concrete light poles using a water blasting machine with a soda compound only. No paint shall be used. All paint shall be removed from the pole. All paper or sticker signs and "slap tags" shall be removed.
9. Wooden Light Poles: All graffiti shall be painted over using a water-based paint to match the wood color. All paper or sticker signs and "slap tags" shall be removed.
10. Bus Stops: All graffiti shall be removed using County approved solvents (see subparagraph E.9) on the plastic sides and sitting areas. The surfaces shall be washed.

11. Trees: Contractor must be responsible for removing graffiti reported or found on trees. Contractor shall paint over graffiti found on trees with a non-phytotoxic paint that is as diluted in water as possible. Paint to paint walls must never be used at all, as it might eventually kill the tree by suffocating its trunk and not letting the tree breath through its bark. Trees, vegetation, and green areas must be protected by the Contractor.
12. Wooden Fencing: All graffiti shall be painted over on wooden fencing using a water-based paint to match the color of fencing. The Contractor shall feather paint to match the surrounding parts of the fencing. In the event that wood fencing is weathered and Contractor believes that pressure washing may damage it, Contractor will contact Public Works to obtain Consent and Release of Liability from property owner prior to pressure washing.
13. Brick Walls: All graffiti shall be removed using a water blasting machine. Painting over shall not be done on a brick faced wall, unless the brick wall has been previously painted. The Contractor shall color-match the paint to previous color using water-based paint.
14. Metal Fencing (sheets): All graffiti shall be painted over on metal fencing. The paint-over color shall match the surrounding part of the fence.
15. Asphalt Concrete: All graffiti on asphalt concrete shall be covered with asphalt paint mixed with sand. No pressure washing will be utilized.
16. Glass Windows: All graffiti on glass windows shall be removed by using a County approved graffiti removal spray on these transparent surfaces. Windows will be left clean.
17. Metal Light or Traffic Poles: All graffiti shall be removed by appropriate means, and if paint is used, it shall match existing color.
18. Electrical boxes, traffic control boxes, telecommunication boxes, etc., (if they are sage green or beige) paint over color matching entire box.

L. Rights of Way

The Contractor shall conduct all of its activities and operations within the confines of public rights of way in which graffiti is to be removed. The Contractor shall not allow its employees to use private property for eating, coffee breaks, or any other reason; or use water or electricity from such property without written permission from the owner. If, for any reason, the Contractor elects to encroach upon others' lands, Contractor shall first obtain written permission from the owner and provide evidence of such permission in writing to the Program Manager prior to entering upon such lands. In performing any work or doing any activity on lands

inside or outside of public rights of way, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations.

The Contractor shall indemnify and hold Public Works harmless from all claims for damages occasioned by such work activity, whether done in compliance with this Section and with permission or in violation of this Section without permission.

M. Additional Location(s)

1. Additional area(s) may be added during the Contract period. Prior to performing work in any additional area(s), within 24 hours after receiving an oral authorization, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials, including estimated cost to perform work for the additional area(s). No additional work shall commence without written authorization from the Contract Manager. The Contractor shall be paid for additional area(s) in accordance with the rates submitted in the Form PW-2, Schedule of Prices. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional area(s) may be added to the Contract by amendment or change order.
2. All additional area(s) provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted as approved by the Contract Manager.

N. Utilities

Public Works will not provide utilities.

N. Storage Facilities

Public Works will not provide storage facilities for the Contractor.

O. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the NPDES.

The Contractor is advised that due to the nature of this Contract, discarded hazardous waste may be encountered during the performance of this Contract. In the event an unknown substance or hazardous material is discovered, the Contractor shall immediately notify the Program Manager. The Contractor shall

NOT attempt to perform any type of hazardous waste remediation not included under the Scope of Work of this Contract, including identifying, containing, cleaning, moving, disposing, etc. The Contractor shall exercise extreme caution in the event unknown waste is encountered.

P. Special Safety Requirements

1. All Contractor personnel shall be expected to observe all applicable Cal/OSHA and Public Works safety requirements while at the various jobsites. Reflective vests shall be worn at all times. Suitable clothing, gloves, and shoes that meet Cal/OSHA requirements are required. All safety precautions shall be in place before work is to be started. Contractor's graffiti abatement crew shall know the Contractor's standard safety practice.
2. Contractor shall supply all applicable safety equipment including, but not limited to, rotating lights for vehicles used for work under this Contract.
3. Contractor shall supply personnel with all applicable safety equipment, such as glasses, gloves, head gear, skin creams, respirators, etc.

Q. Safety Standards

All Contractor's personnel shall be obligated to adhere to the following quality control and safety standards while performing these requested graffiti removal services for the County:

1. All personnel shall wear proper clothing and footwear. No sandals, thongs, etc., shall be allowed.
2. Safety vests shall be worn at all times by those removing graffiti from any bridge, wall, etc. Safety goggles shall be worn by anyone operating water blasting equipment, and only trained personnel shall be allowed to operate it.
3. Use of drugs or alcohol while performing these graffiti removal services is prohibited.
4. Paint brushes, rollers, or frames shall be washed in clean water and any excess paint shall be disposed of properly according to local, State, and Federal laws.

R. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the

authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

S. Responsibilities of Public Works

The Director, acting through the Graffiti Abatement Program Manager, or other designee, shall approve or disapprove the Contractor's performance under this Contract. Public Works will make regular inspections of the Zone 5, South County areas under contract to verify that the requested work has been completed according to these Specifications before payment will be authorized. Payment can and will be withheld if terms and conditions of this Contract are not met by the Contractor.

T. Best Management Practices (BMP)

Best Management Practices (BMP) shall be defined as any program, technology, process, siting criteria, operating method, measure, or device which controls, prevents, removes, or reduces the pollution of storm water. The Contractor shall obtain and refer to the latest edition of the Los Angeles County Department of Public Works BMP Manual, and addenda thereto issued throughout the duration of the Contract Term. Copies of this publication are available for purchase from:

County of Los Angeles
Department of Public Works
Cashiers Office
900 South Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

The Contractor shall have a minimum of two readily accessible copies of this publication on the project site at all times.

The Contractor shall implement the following BMP for the prevention of storm water pollution in conjunction with all its activities and operations:

WASTE MANAGEMENT

WM 005	Solid Waste Management
WM 006	Hazardous Waste Management
WM 009	Sanitary/Septic Waste Management

VEHICLE AND EQUIPMENT MANAGEMENT

NS 008	Vehicle and Equipment Cleaning
NS 009	Vehicle and Equipment Fueling
NS 010	Vehicle and Equipment Maintenance

Additional BMPs may be required as a result of a change in actual field conditions, Contractor activities, or construction operations. When more than one BMP is listed under each specific BMP category, the Contractor shall select the appropriate and necessary number of BMP within each category in order to achieve the BMP objective.

The Contractor, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, private citizens, and citizen groups. The County will deduct, from payments due the Contractor, the total amount of any fines levied on the County, plus legal fees, staff costs, and consultants fees as a result of the Contractor's noncompliance with these provisions and/or less than complete implementation of the specified BMP.

U. Protection and Restoration of Existing Improvements

The Contractor shall be responsible for the protection of public and private property and shall exercise due caution to avoid damage to such property. All property damage resulting from the Contractor's operations shall be repaired within three days at the Contractor's expense and to the satisfaction of the Program Manager. All costs to the Contractor for protecting and restoring existing improvements shall be included in the Annual Price.

V. Public Convenience and Safety

The Contractor's operations shall cause no unnecessary public inconvenience. The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work. The County's inspection of the work shall not be considered an approval of the Contractor's safety measures. The Contractor shall be solely responsible for complying with all local, State, and Federal laws and regulations, which are applicable to the work.

W. Quality Control

The Contractor shall be responsible for implementing procedures for ensuring that graffiti removal services are provided in strict compliance with this Scope of Work. Contractor shall designate in writing a Quality Control representative and an alternate Quality Control representative who are

responsible for implementing, monitoring, controlling, and reporting on the quality of work.

The Contractor's Quality Control representatives will be separate and distinct from Contractor's supervisor or general superintendent, and the Contractor's Quality Control procedures establish a separate system for recording, reporting, and resolving quality control issues.

Within ten days of Contract award, Contractor shall submit to the County a Contract Quality Control Plan for review and approval by the Program Manager. This plan will include, as a minimum, the names and telephone numbers of Contractor's Quality Control representatives; a description of the roles and responsibilities for quality control; the system for monitoring, reporting on, and resolving quality control issues; and checklists or other documentation in support of Contractor's Quality Control function.

X. Performance Requirements and Liquidated Damages

1. Public Works will use the Performance Requirements Summary to evaluate the Contractor's performance of this Contract's tasks.
2. Failure to perform Contract work in accordance with the Performance Requirements Summary is considered unacceptable. Public Works may cite the Contractor and impose liquidated damages immediately in the sums specified and deduct them from the next regularly scheduled payment to the Contractor.
3. Liquidated Damages for noncompliance with the Living Wage Program is indicate in Exhibit B, Section 9.G, Enforcement and Remedies.

PERFORMANCE REQUIREMENTS SUMMARY

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Fines by regulatory and governmental agencies	Fined by a local, regional, State, or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements.	0%	100% inspection on a periodic basis.	10% of total monthly amount of contract cost	\$500 per occurrence plus any fine(s) charged to the County by a regulatory or governmental agency
Violation of the National Pollutant Discharge Elimination System	Discharge of debris into storm drains and/or gutter.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$500 per occurrence plus any fines by regulatory and governmental agencies plus any remediation cost
Daily/Weekly/Monthly/Quarterly Reports	Submitted to Contract Manager daily/weekly/monthly report.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per day per report that is late or not submitted
Insurance certifications	Certifications submitted before implementation of contract and on a timely basis thereafter.	0%	100% inspection on a periodic basis	All contract remedies reserved	All contract remedies reserved
Employees well oriented to job	Employees must have thorough knowledge of requirements under this contract.	0%	100% inspection on a periodic basis; complaints.	10% of total monthly amount of contract cost.	\$50 for each employee not knowledgeable of the job requirements
Staffing	Staffing levels are equal or exceed contract requirements.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per occurrence
Training Program	Document training of each employee.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$250 per untrained employee

REQUIRED SERVICE	STANDARD	MAXIMUM ALLOWABLE DEVIATION FROM STANDARD	METHOD OF SURVEILLANCE	MAXIMUM DEDUCTION	DEDUCTION FROM CONTRACT PRICE FOR NOT MEETING STANDARD
Maintain Knowledge of Safety Requirements	Completion of training of all accepted standards for safe practices related to the work.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per employee, per occurrence
Change in Supervisor	Contractor shall notify the County in writing of any change in name or address of the Supervisor.	0%	100% inspection on a periodic basis	10% of total monthly amount of contract cost	\$50 per occurrence
Respond to complaints, requests and discrepancies	Respond within the time frame outlined in the specifications.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$50 per complaint not responded to within the time frame outlined in the specifications
Project Safety Official	Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices.	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$200 per occurrence
Safety Requirements	Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA).	0%	100% inspection on a periodic basis; complaints	10% of total monthly amount of contract cost	\$500 per occurrence
Special Requests/Priority Assignment	Graffiti removed and/or painted over within 24 hours Monday through Sunday.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$200 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Remove graffiti	Graffiti removed and/or painted over within 48 hours Monday through Friday.	0%	100% inspection on a periodic basis; complaints	50% of total monthly amount of contract cost	\$5 per square foot (or proration thereof) for graffiti not removed within the time frame outlined in the specifications
Reporting of graffiti removed	Graffiti requests for removal closed within 48 hours.	0%	100% inspection by random sampling	50% of total monthly amount of contract cost	\$50 per complaint

Y. Contractor Licensing

Contractor shall possess a valid and active C-33 State of California-issued Contractor's License throughout the duration of this Contract. Failure to maintain a valid and active C-33 State of California-issued Contractor's license may lead to Contract termination or suspension.

Z. Subcontracting

Subcontracting is prohibited.

AA. Murals

Public Works is committed to the preservation of registered murals. Not all murals are intended to be "permanent" artworks. Please refer any request from the public for removal of graffiti or removal of a temporary "memorial" mural to the Program Manager.

Public Works has established the following guidelines when murals have been vandalized: The Contractor shall not, under any condition, repair, remove, "touch up," or "buff out" any murals unless advised by Public Works or Program Manager to do so.

BB. Proposed Monthly Price

All services required in this Exhibit A, Scope of Work shall be included in the monthly price quoted by the Contractor in Form PW-2, Schedule of Prices.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Exhibit A - Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, Exhibit E - Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments and change orders. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any

payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the

provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified, former County employees who are on a reemployment list during the life of this Contract.

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN and GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable

Contributions Certification (Form PW-12), County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. Contractor Performance Evaluation/Corrective Action Measures

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of

such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law,

Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under

this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration, suspension, or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/suspension/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/suspension/termination of this Contract.

Z. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

CC. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president,

secretary, or general manager, if Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees,

in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference

shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.

4. In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

GG. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

HH. Contractor's Employee Criminal Background Investigation

Each of the Contractor's and subcontractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County

in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State and local-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents,

and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.

7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in various stages of completion, which the Director has advised the

Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination/Suspension for Default

1. County may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County suspends or terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to

perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County has given notice of termination or suspension under the provisions of this paragraph, it is determined by County that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County Manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment.
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County.

- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special Districts,

Elected Officials, Officers, Agents, Employees, and Volunteers from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its Subcontractors or County, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County not less than ten days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
 - b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the

insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County-required endorsement forms.

- c. Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)

- e. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- 3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.
8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.
14. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents,

Employees and Volunteers shall be designated as an Additional Covered Party under any approved program.

15. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of

any federal workers or workmen's compensation law or any federal occupational disease law.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a

tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:
 - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Section, "Contractor" includes any Subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any Subcontractor to perform services for County under this Contract, the Subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor,

some or all of which are provided to County under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including, but not limited to, any violation or claim pertaining to wages, hours, and working conditions, such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at

least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such

material breach, County may, in its sole discretion, suspend or terminate this Contract.

2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment: If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination/Suspension: Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.
3. Debarment: In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, suspend or terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 12

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from the County through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 13

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded.
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract.
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

For more information, call 1-800-725-1234 or visit www.safelysurrendered.com



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined, given medical and prenatal health and California Department of Children and Family Services (DCFS) provided a protective services case manager to follow up with the aunt.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo envía de vuelta dentro del sobre con tiempo pagado que le habían dado. El personal médico examinó al bebé y se determinó que era saludable y a término. El bebé fue colocado en un incubadora y se le dio un baño. El personal médico le dio un brazaletes al bebé y se le dio un sobre con el sello postal pagado para enviarlo en otro momento.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language, which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within ten days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in

payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor;
3. A purchase made through a State or Federal contract;
4. A contract where State or Federal monies are used to fund service-related programs including, but not limited to, voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement;
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process;
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and intermember with existing supplies, equipment, or systems maintained by the County pursuant to the Los Angeles Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision;

12. A nonagreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual Section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

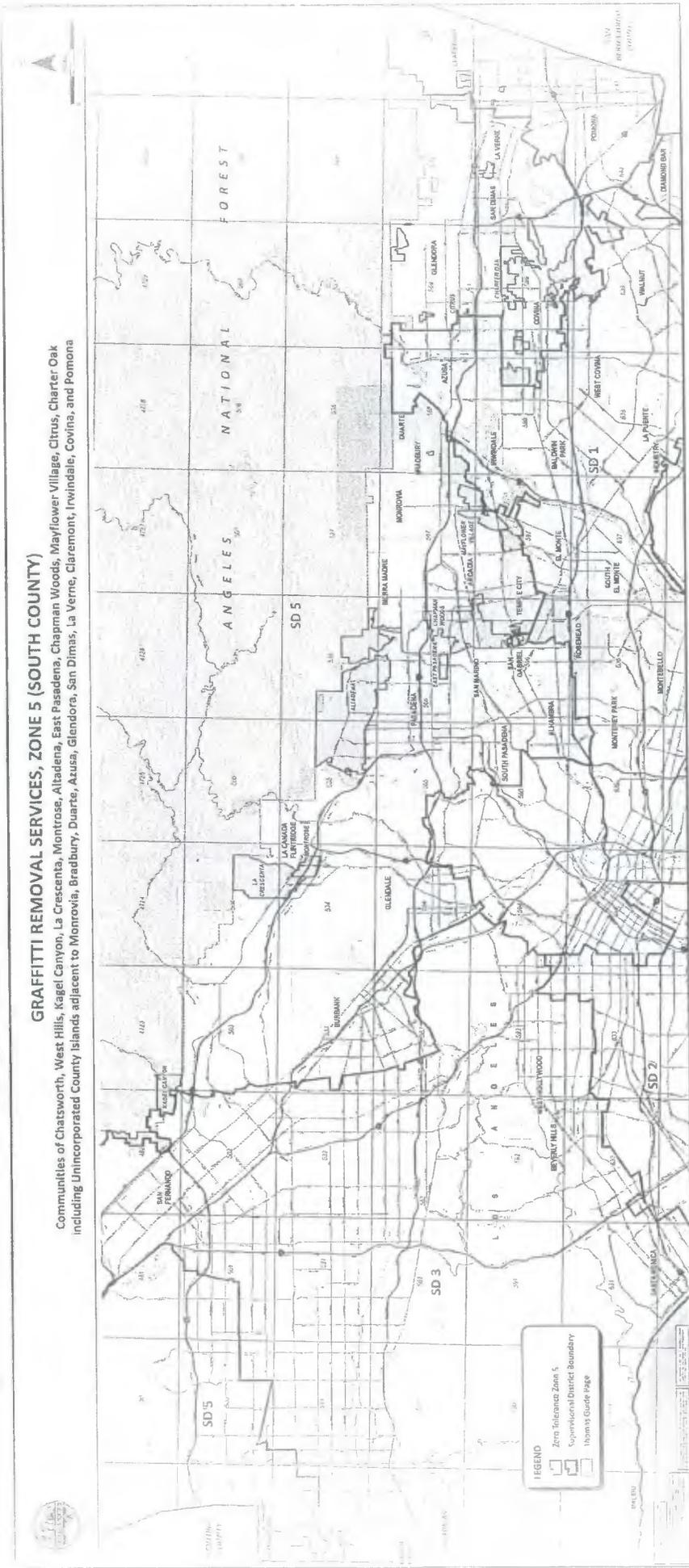
- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to Chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

GRAFFITTI REMOVAL SERVICES, ZONE 5 (SOUTH COUNTY)

Communities of Chatsworth, West Hills, Kagel Canyon, La Crescenta, Montrose, Altadena, East Pasadena, Chapman Woods, Mayflower Village, Citrus, Charter Oak including Unincorporated County Islands adjacent to Montrovia, Braddbury, Duarte, Azusa, Glendora, San Dimas, La Verne, Claremont, Irwindale, Covina, and Pomona



County of Los Angeles

“Graffiti Removal Services”

**Zone 5 – South County
(2014-PA012)**

PROPOSAL

May 27, 2014



**Superior Property Services, Inc.
Superior Graffiti Solutions**

9129 Perkins St.
Pico Rivera, CA 90660
(562) 801-9200
FAX (562) 801-9230
(800) 741-2532
Website: www.4superior.com

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ADDITIONAL INFORMATION – REFERENCE LETTERS



Superior Property Services, Inc.
Superior Graffiti Services

May 27, 2014

County of Los Angeles
Department of Public Works
Attn.: Ms. Gail Farber
900 S. Fremont Ave.
Alhambra, CA 91803-1331

RE: Graffiti Removal Services Zone 5 – South County (2014-PA012)

Dear Ms. Farber,

Superior is pleased to submit the enclosed proposal to the County of Los Angeles for “Zero Tolerance Graffiti Abatement Services”.

We have reviewed the information provided and are confident Superior can meet all the requirements as outlined in your RFP

The following are the individuals authorized to make representations with respect to this proposal:

Ron Bruneck, President
9129 Perkins St.
Pico Rivera, CA 90660
Ron@4superior.com

Nancy Hernandez, Vice President
9129 Perkins St.
Pico Rivera, CA 90660
Nancy@4superior.com

Thank you for the opportunity to submit this information and we look forward to your review and comments. We can be reached at (800) 741-CLEAN or (562) 801-9200 should you or your staff has any questions.

Respectfully,

Superior Property Services, Inc.

Ron Bruneck
President

SUPPORT DOCUMENTS



State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

SUPERIOR PROPERTY SERVICES, INC.

FILE NUMBER:	C1764613
FORMATION DATE:	06/02/1995
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of November 28, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State



State of California
Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT - READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

Superior Property Services, Inc.

2. CALIFORNIA CORPORATE NUMBER

C1764613

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
9129 Perkins Street	Pico Rivera	CA	90660
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
9129 Perkins Street	Pico Rivera	CA	90660
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
9129 Perkins Street	Pico Rivera	CA	90660

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ Lawrence E. DeCrona	ADDRESS	CITY	STATE	ZIP CODE
	12851 View Ridge Drive	Santa Ana	CA	92705
8. SECRETARY Lawrence E. DeCrona	ADDRESS	CITY	STATE	ZIP CODE
	12851 View Ridge Drive	Santa Ana	CA	92705
9. CHIEF FINANCIAL OFFICER/ Ronald L. Bruneck	ADDRESS	CITY	STATE	ZIP CODE
	14811 Devonshire	Tustin	CA	92680

Names and Complete Addresses of All Directors, including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME Diane M. DeCrona	ADDRESS	CITY	STATE	ZIP CODE
	17671 Irvine Blvd, Suite 106	Tustin	CA	92780
11. NAME Lawrence E. DeCrona	ADDRESS	CITY	STATE	ZIP CODE
	12851 View Ridge Dr.	Santa Ana	CA	92780
12. NAME Ronald L. Bruneck	ADDRESS	CITY	STATE	ZIP CODE
	14811 Devonshire	Tustin	CA	92705

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
Diane M. DeCrona, Esq.

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE
17671 Irvine Blvd., Suite 106 Tustin CA 92780

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
Cleaning Contractors

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

1/20/2012

Lawrence E. DeCrona

President/CEO

Lawrence E. DeCrona
SIGNATURE

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

APPROVED BY SECRETARY OF STATE

EXPERIENCE



Background

Superior Property Services, Inc., including Superior Graffiti Services and Superior Pressure Washing offer the kind of unique experience in all areas of graffiti abatement; pressure washing; painting; construction and property maintenance, rarely found in other companies. Superiors Vision of 'Thinking About Tomorrow' reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future. Please check out our new WEB SITE for additional information: www.4superior.com

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. The founders of Superior have over 80 years of combined business experience building relationships on integrity and being responsive to our clients.

We strive to always be a part of the solution.

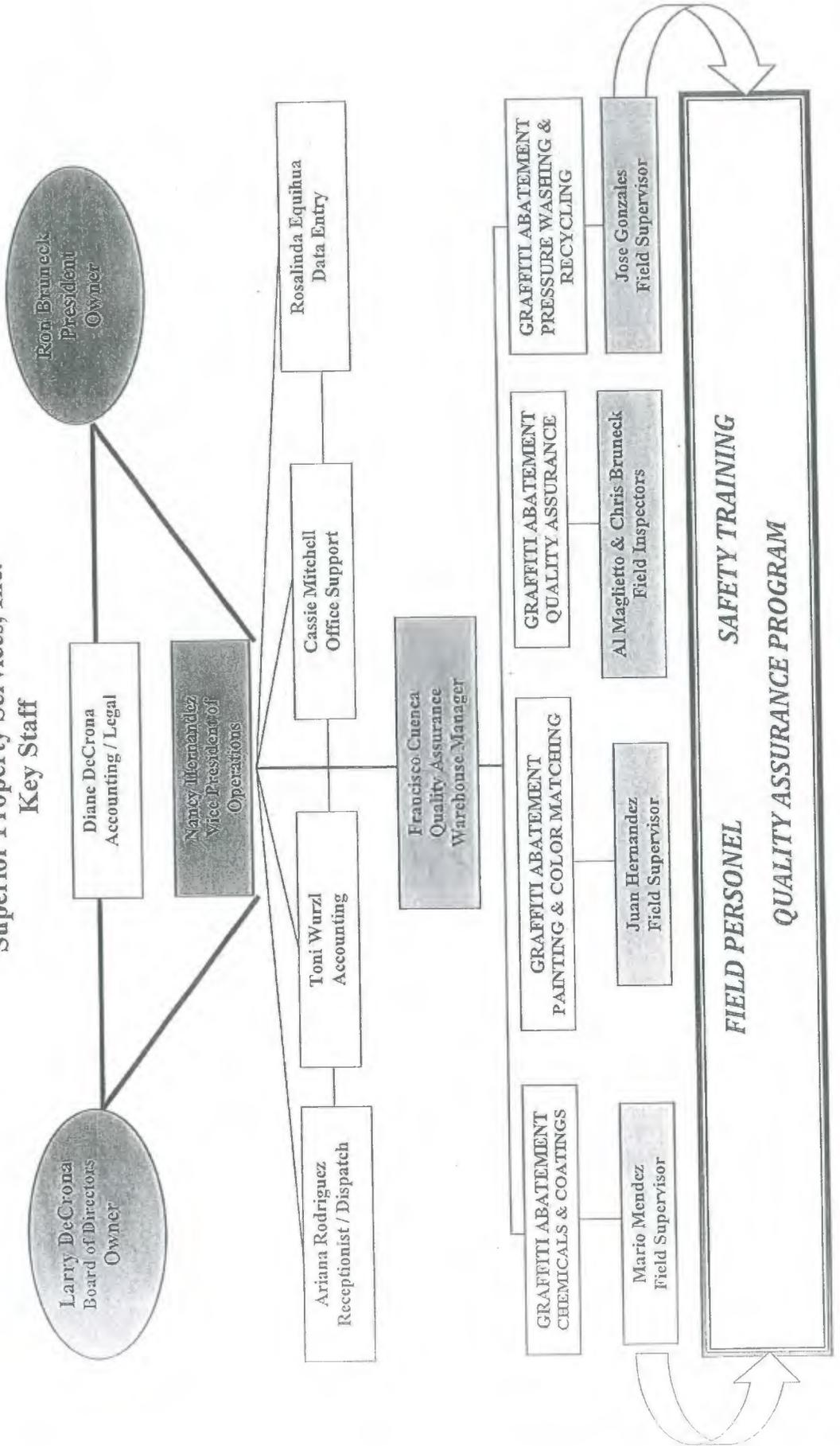
- Superior will succeed only by creating value for our clients
- Superior will reward our employees that accept responsibility and provide superior service to our clients
- Superior will always strive for excellence
- Superior will work to protect the environment
- Superior will foster teamwork
- Superior recognizes our most valuable assets are our people and clients

Superior Facts:

- California Corporation
 - Ron Bruneck, President & Founder
 - Nancy Hernandez, Vice President Operations
- In business since 1993
- Twelve years of Graffiti Abatement experience
- Currently employ 31 full time people
- Licenses: C33; D64 and B General Contractor
- Corporate Offices & warehouse located in Pico Rivera
- Service Areas:
 - Orange; Los Angeles; Riverside & San Bernardino Counties



Superior Property Services, Inc. Key Staff



Staff/Key Personnel



Ronald L. Bruneck

President

Founder/Board of Directors

Mr. Bruneck began his career in real estate sales and property management in 1974. During his 15 years in property management, he was responsible for managing a portfolio consisting of over 2,500 residential units and numerous commercial properties. He obtained his real estate broker's license in 1976, owned and managed Lanco Property Management until 1989. He started CDS Maintenance which later became Superior Property Services in 1994. Mr. Bruneck attended the University of Southern California, holds a Bachelor's degree in Business Administration and was a member of the Institute of Real Estate Management (IREM). Larry DeCrona and Mr. Bruneck have worked together for 30 years and in 1994 became partners to form Superior Property Services, Inc.



Lawrence E. DeCrona

Founder/Board of Directors

Mr. DeCrona was honorably discharged from the United States Air Force after a tour of duty in Vietnam. He attended Mt. San Antonio College and Cal Poly Pomona where he obtained a degree in Business Administration. He began his career in real estate in 1973 and specialized in residential and commercial income producing properties and holds a General Contractors license.

Mr. DeCrona and Ron Bruneck formed Superior Property Services in 1994. Superior is a full service graffiti abatement, janitorial service, pressure washing and property maintenance company. Mr. DeCrona retired as President in January, 2014 and assumed the role of President Emeritus. He served as President of Superior Property Services, Inc. for 18 years. He looks forward to spending more time with his wife, children and grandchildren; as well as traveling and volunteering at his church. He will continue to work on special projects for Superior and retain an ownership interest and member of the Board of Directors.

Mr. DeCrona was the co-founder, in 1980, of the Newport Beach Business Club and a 20-year member of Lions International and Past President of the Mariners Lions Club of Newport Beach. He is on the advisory Boards for Vanguard University and Friends of Institute of Real Estate Management. The DeCrona's are active members of Trinity United Presbyterian Church in Tustin, California.

Mr. DeCrona is married to Diane M. DeCrona, a Tax Attorney/CPA, and they have a grown son and daughter.





Nancy Hernandez

Vice President of Operations

Her years of experience in all aspects of the maintenance business have resulted in a responsive and knowledgeable manager. Being bilingual enables her to communicate with the employees giving them directions and new ideas to complete the work needed. Ms. Hernandez directly oversees the office staff and is responsible for all employees, with supervisors reporting directly to her. She also is responsible for scheduling work and accounts receivables. Ms. Hernandez is an integral part of the Superior operation and family and has been for over 20 years.

Experience:

Lanco Property Management	1991~ 1992
CDS Maintenance	1992 ~ 1993
Superior Property Services, Inc.	1993 ~ Present

Education:

Santa Ana Valley High School	1994
Orange Coast College	1994 ~ 2000
Business Major	

Language:

English & Spanish

Francisco Cuenca

Operations Manager

Quality Assurance

Over the years Francisco has shown his versatility by taking on any job necessary. He has worked on our paint crews and became our key supervisor over seeing all of our graffiti abatement crews. He is very familiar with the requirements of our LA County graffiti contracts and the areas they service. Mr. Cuenca responsibilities now include the operations of all our contracts and reports directly to our Director of Operations.

Experience:

Superior Property Services, Inc. 1999 ~ Present
Janitor
Janitorial Supervisor
Pressure Washer
Graffiti Abatement
Graffiti Abatement Crew Supervisor
Operations Manager & Quality Assurance Supervisor

Education:

Saddleback High School 1989

Language:

Spanish & English

Rosalinda Equihua

Data Entry

Miss Equihua is experienced in QuickBooks, Word, excel, and PowerPoint presentations. Miss Equihua handles all of our data entry. She currently is attending Santa Ana College working towards a degree in business.

Experience:

Superior Property Services, Inc. 2008 ~ Present

Education:

Santa Ana High School, Santa Ana, CA 2008
Santa Ana College Present

Language:

English & Spanish

Al Maglietto

Quality Assurance Inspector

Mr. Maglietto is the newest member of our management team. Al has been self employed for many years and has a strong background in Wood working, construction, painting, graphic design and photography. He has spent his whole life in the Los Angeles area and attended Los Angeles public schools.

Experience:

Joslin Lumber	1969 ~ 1974
McDonald Douglas Aircraft	1974 ~ 1980
Al's Painting Contractor	1980 ~ 2010
Superior Property Services, Inc.	2010 ~ Present

Education:

Gardena High School	1972
El Camino College	1972 ~ 1974

Language:

English

Jose Gonzales

*Field Supervisor
Pressure Washing / Recycling*

Jose worked for several years on our graffiti abatement crews and was trained to handle our pressure washing and water recovery and recycling equipment. He has recently been promoted as a supervisor overseeing our pressure washing crews and equipment.

Experience:

Superior Property Services, Inc.	2006 ~ Present
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Education:

McLane High School	1992
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Language:

Spanish & English

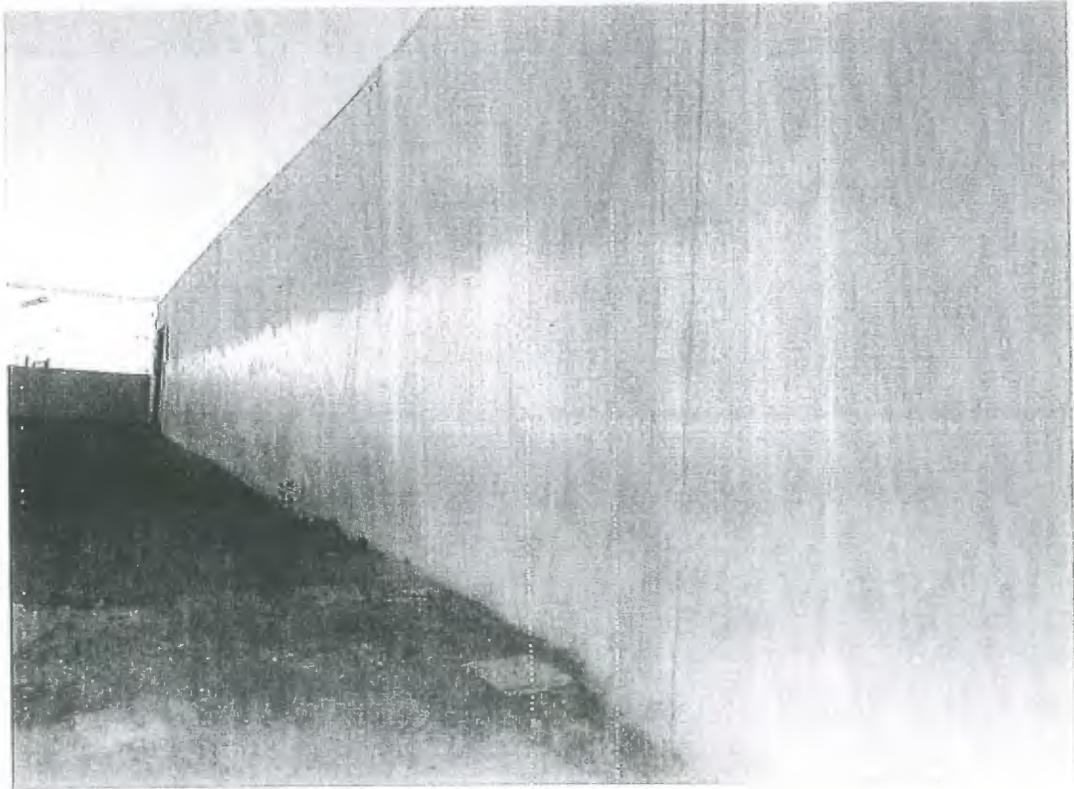
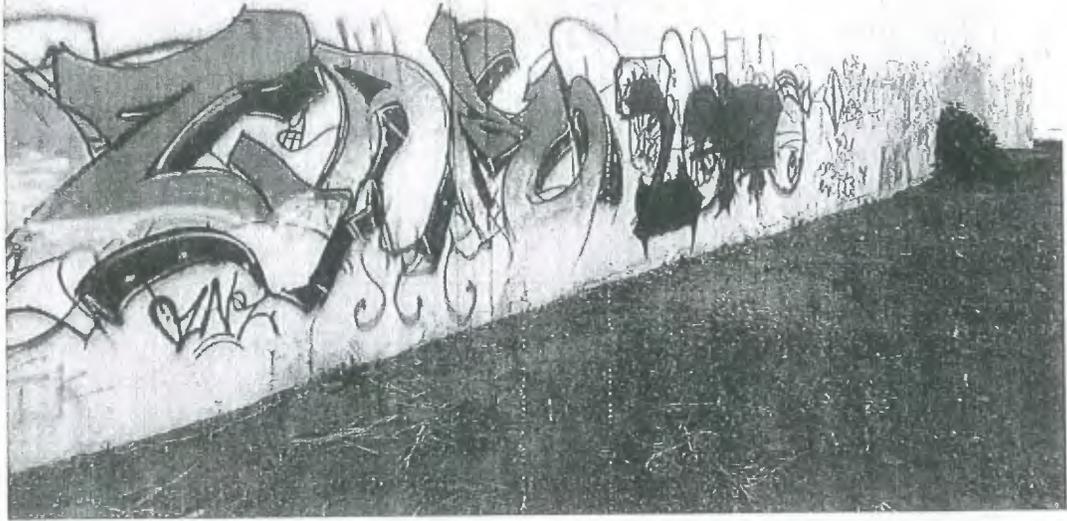
Superior Graffiti Abatement Team

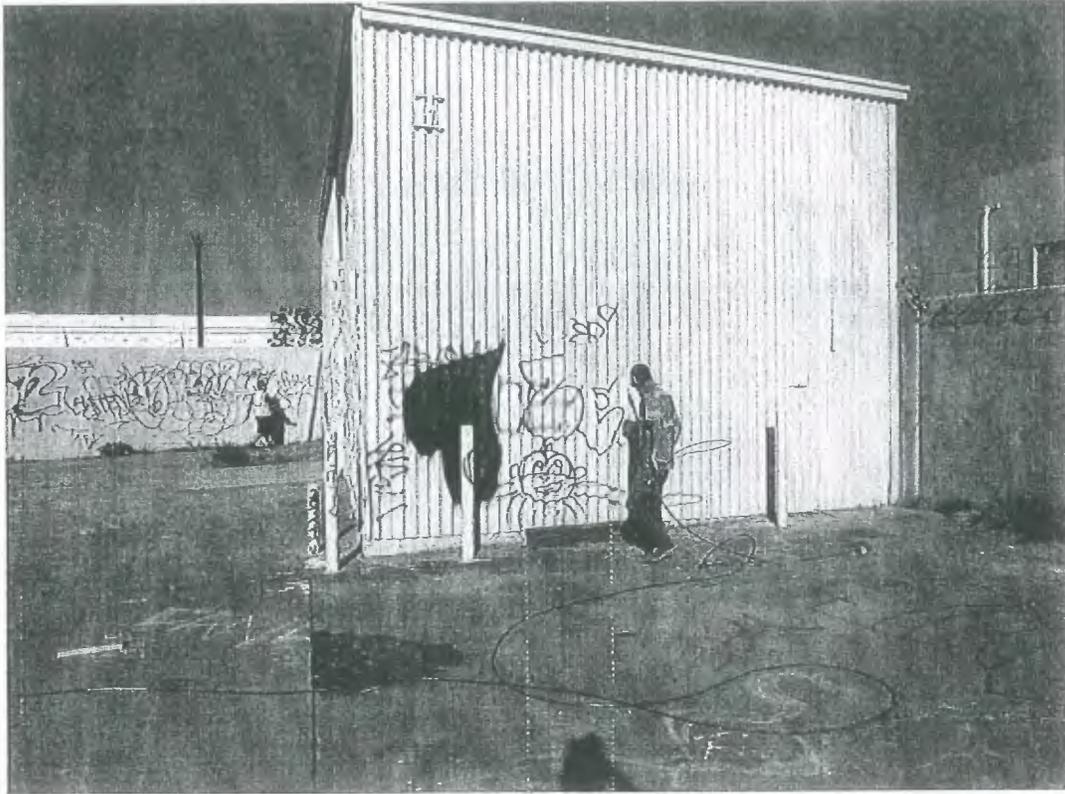
All of our crew members have had a minimum of one year of prior painting experience. They must have and maintain a clean driving record. They receive extensive training by Superior prior to being placed on a crew in the field. They learn paint color matching, painting techniques, reporting, safety procedures, paint sprayer maintenance and additional training in their specific area.











Superior has a proven record of maintaining a higher ratio of tags completed to contract price, which reflects higher efficiency. We are confident with the crews we have budgeted; we will proactively remove more graffiti than any other contractor. Superior also has proven itself as highly competent in our response times, reporting and maintaining accurate records. Our response times in completing work orders have always been of highest priority. We can assure you our proposal and plan of action will give you the best service for the money.

Most companies say **'they can'** provide zero tolerance, **but don't**. Superior says **"we will work harder and smarter than anyone else"** at providing zero tolerance and **we do**. No other company has been able to match our efficiency or productivity. Superior eradicates twice the amount of graffiti and completes far more work orders than any of our competitors. We are able to do this by reducing the drive time to and from areas; reduce time crews spend on paper work; increase the actual time spent removing graffiti and using well trained and supervised personnel. Removing graffiti is not brain surgery, but it is hard work and takes a lot of common sense. Our Superior trained experienced personnel know what they are doing and do it well.

We work closely with law enforcement, neighborhood watch programs, and non-profit organizations to clean up alleys and high visibility areas. We found that these programs can be very successful when combined with an aggressive graffiti abatement program. No other contractor has the reputation Superior has for contributing back to the communities or assisting law enforcement with establishing ways to counter the graffiti problems. We have always taken a proactive approach to removing graffiti and participate in all programs that work to that end. Our budgets include funds for additional crews if necessary, supervisors, 2-man crews' in high crime areas; and funds for community work programs.

Graffiti Tracking System

Superior currently uses one of the most popular tracking system, TAGRS (Tracking Automated and Graffiti Reporting System). TAGRS was developed by the Orange County Sheriff's Department and is a GPS / smart phone based system which allows law enforcement to maintain and share information. Superior has developed a tracking system very similar to Graffiti Tracker which is currently used across the country. Our system TagProfiler was developed to better serve clients in facilitating the reporting and tracking of graffiti in real time. Mobile applications will enable Superior abatement crews and city employees to photograph graffiti which automatically records its locations via GPS and tracks the progress through the removal process. This system improves Superior's ability to manage our graffiti removal operations and may lead to more arrests of tagging offenders. Both systems would be included at no additional costs and would require minimal training.

Color Matching

Superior has the same color matching systems found in paint stores with the added ability of onsite color matching with the use of our hand held portable color measurement device. Plus we have a full mobile color matching unit equipped with everything needed to provide a perfect match on site. Our mobile trailer includes computerized color matching software; tint carousel; small paint shaker and all the color tints and bases to complete the perfect job. All of our graffiti abatement crews are trained in proper painting techniques and color matching. The use of the right paint color eliminates effects of ghosting and/or shadowing and allows us to properly block the graffiti without creating an unsightly patch work effect. Our crews take precautions to not do any further harm to the surface, the surrounding area and they make sure the work area is properly protected and designated as such.

Environmentally Preferable Procurement Policy

Superiors' Vision of 'Thinking About Tomorrow' reflects our profound respect for our environment and our responsibility to operate in a way that recognizes the impact we have on tomorrow's future.

From the companies owners down we take pride in working together to provide the best products, technology and services available. Our innovative solutions and responsiveness to our clients have established Superior as a leader in the graffiti abatement industry. We are 'Thinking About Tomorrow' and strive to improve the quality of life by providing cleaner and safer communities. We bring this vision to life through the power of our outstanding employees working hard to provide unmatched client services. Superior has added a 400 gallon propane tank and refueling system to our facilities. We use propane for some of our vehicles' and pressure washing equipment. We are constantly looking for ways to increase our ability to use alternative fuels.

Superior makes every effort to use only recycled paints provided to us by both Vista Paints and Acrylatex Coatings. Please feel free to check out the following web sites for additional information:



www.graffitiremovalinc.com

www.acrylatex.com

info@farrowssystem.com



Superior Property Services, Inc.

PROPOSER'S REFERENCE LIST

A. County of Los Angeles Graffiti Abatement Contracts

1997	Zone 1A (City Terrace)
1998-1999	Zone 1A, 1B (East Los Angeles) and Flood Control Channels
1999-2002	Zone 1D, 1E, 1D, 2A, 2B, 4A, and 5A
2003-2005	Zone 1A, 1B, 1D, 1G, 2A, 2D, 2E, Flood Channel, and 2 nd Story (District 1 & 2)
2005 – 2012	Zone 1D, 2B, 2D and 2 nd Story (District 1 & 2)
Current Fiscal Year	Zone 1A, 1B, 1E, 1G, 2C, 2E, East Flood Control Channels, 5A, 5C, 5D, 5E, 5F, and 5G

B. Other governmental agencies and private companies

2001 – Current Fiscal Year	County of Orange (Graffiti Abatement Contract) Includes County buildings County Court house interior/exterior County Flood Control Channels
2006 – 2011	City of West Covina (Graffiti Abatement Contract)
2008 – Current Fiscal Year	City of Orange (Graffiti Abatement Services)
2012 – Current Fiscal Year	City of Anaheim (Graffiti Abatement Services)
2010 - Current Fiscal Year	City of West Hollywood (Pressure Washing Contract)
2010 – Current Fiscal Year	City of Simi Valley (Graffiti Abatement Contract)
2006 – 2009	City of Colton (Graffiti Abatement Contract)
2004 – 2008	Santa Ana Police Department (Pressure Washing and Graffiti Abatement)
2004 – 2006	San Bernardino (Graffiti Abatement Contract) Supervisory Districts 2 & 4

WORK PLAN



PLAN OF ACTION / APPROACH

Zero Tolerance Zone 5

Annual Proposed Price:	\$119,000
Monthly Proposed Price:	\$9,917

Proposed Coverage

- **2 roving paint crews Monday ~ Friday 6:00am to 2:30pm**
- **1 roving pressure washing crew Monday ~ Friday (4 hours per day)**
- **1 supervisor (available 5 days/week)**
- **Additional support as requested**

Superior has provided graffiti removal in what used to be Zones 5A & 5C, which are now combined for this area. Since 2004 we have received numerous compliments on our quick response and ability to deal with all kinds of situations. The constituents and business owners have written, numerous times to the Public Works Department and County Supervisors raving about how efficient and capable our crews have been. We successfully implemented programs to improve our response times in the area and additional training for our crews in dealing with the public. We have enhanced our color matching capabilities using recycled paints to meet the needs of the citizens in the area. We have been involved with local cable television stations to provide the public with information on the importance of recycling and properly disposing of unwanted paint. Superior is the only contractor to use a special formulated product to remove graffiti from the asphalt and bike paths. We also customized our trucks and scheduled routes to effectively and proactively patrol the entire area of Zone 5.

This is a very large demographic area with several higher end residential areas and numerous major thoroughfares. Over the years we have identified the hot spots and have addressed these areas with more frequent inspections and attention. Some of the higher end residential areas do not receive much graffiti, however, the property owner's demands for a quick response must be met. We have divided the Zone in to a patrol grid consisting of five sectors. Each graffiti abatement crew is assigned a sector and are responsible for maintaining their sector graffiti free. Because of the amount of pressure washing required in this area we use a paint/pressure washing combo truck along with a dedicated pressure washing truck to keep up with the amount of pressure washing. We have also found the use of anti-graffiti coatings for select areas has been very useful. We have coated some of the monument signs and unpainted block walls to help protect the original surface and allow us to remove the graffiti easier and quicker. We are also in the process of using more anti-graffiti films to help protect glass and signs which are frequently tagged. Again these films allow us to remove the graffiti quicker and with less damage to the original surface.

Our prior experience working in this area for so many years certainly gives us a very unique understanding and capability of maintaining this area graffiti free.

Personnel Management

Training

All new crewmembers go through an extensive training program prior to working in the field. Our training program consists of the following:

- ◆ Three days of painting techniques; color matching; equipment care; preparation and cleanup;
- ◆ One day of safety procedures; Material Safety Data Sheets; office procedures; dress codes; jury duty; payroll reporting and Living Wage requirements
- ◆ Two days of field training and familiarization with specific graffiti removal techniques and areas
- ◆ One day learning all Los Angeles County requirements and contract specifications.
- ◆ One day reviewing safety and Quality Assurance programs
- ◆ Five days of field training with a supervisor.
- ◆ Employee must demonstrate competence in all areas
- ◆ Supervisor must sign off on all areas of training

We have an existing relationship with Vista Paints and have established a training program where they provide training in painting equipment, painting techniques and color matching. After 90 days all employees must be reviewed and go through an additional day of training prior to being taken off probation status.

All Superior's field personnel receive on going training specific to their jobs. Superior provides monthly mandatory safety and training sessions for all personnel. This training includes safety issues as well as other employment issues, such as sexual harassment, employment benefits and polices. We also conduct additional training in equipment, color matching, chemical applications for abatement, proper removal techniques and possibly new types of graffiti removal.

Superior requires all crew members to be bilingual and in order to insure that takes place we encourage all employees to attend English/Spanish classes. We provide flexible schedules and reimburse up to 75% of the cost for such classes.

Communication

Superior provides all clients with the emergency numbers of all key employees including both owners. Our emergency numbers are a part of our after hour's voice mail message accessible 24/7.

Currently all Superior field employees are assigned a cell phone with two way radio communication and a GPS tracking system. This GPS tracking system allows us to monitor their location at all times. We have the ability to move crews based on location which allows us to provide quicker response and be much more efficient. The phone system also allows them to log in when starting their shift, lunch period and ending their shift. This system allows us to adjust routes and handle all requests in a timely manner. All phones have our TAG PROFILER web based work order tracking system application installed on them. This real-time system allows us to dispatch, route, monitor and document all work orders in real time. Our office personnel are able to submit work orders including any photos to our field technicians and answer any questions.

Recruitment & Replacement

Superior has a very low employee turnover ratio, because of our extensive training program, it is in our best interest to retain our employees. Therefore we have initiated several incentive and bonus programs as well as regular employee lunches and raffles. We want our employees to stay, so we work hard to provide a great work environment for them. When we find a need to hire or replace an employee we usually do so through personal referral and we have an ongoing waiting list of potential applicants. All potential new hires must agree to a complete background check including criminal and driving records, which are completed by an outside agency.

Quality Control

Superior has a quality assurance program in place. Al Maglietto would be responsible for monitoring these areas if contracts are awarded to Superior. Each employee is of the standards as outlined in the Los Angeles counties Scope of work. Based on the inspections and evaluations of our Quality Assurance inspector each crew member will have opportunities to win cash and prizes for meeting or exceeding our standards for these areas.

Supervision

Superior has implemented a three tier level of supervision. Each area is assigned a field supervisor working in the area and responsible for handling daily issues and problem areas. The supervisor also acts as a back up to the assigned abatement crew in the event of illness or vacations. We also have our quality assurance supervisor who regularly inspects the area and is available to meet with Los Angeles County field inspectors whenever needed or requested. Finally, we have the operations manager, who can conduct his own inspections and is responsible for establishing training guidelines and evaluation reports of all field employees and areas. The operations manager reports directly to our office manager and the company owners.

We insist that our supervisors work with our crews and not interfere with their work. Our supervisors are all "hands on" including the company owners. Everyone, from the top down understands our goal of zero tolerance and work in the most productive way possible to achieve that goal.

Transporting Workers

Superior's warehouses are located centrally to our graffiti abatement contracts. Employees are required to report directly to the assigned warehouse before beginning their shift to check out their vehicles, equipment, supplies, work orders and instructions to begin their shift. At the end of their shift, they return to the warehouse so all equipment can be cleaned and serviced and available for the next day's schedule. Our own in-house maintenance staff services all trucks and equipment.

All employees are required to clock in (secured time clocks are on site) prior to beginning shift and at the end of each shift. Time cards are maintained in our corporate office. Supervisors are required to oversee each morning shift and insure that all inventory and equipment are ready for each crew.

Uniforms

All Superior Graffiti Abatement crews are required to wear safety work boots; clean work pants and high visible safety vests. In addition, Superior provides daily laundered uniform shirts with identification and safety stripes to all our field technicians. Identification badges are provided to every employee identifying the employee, company and immediate supervisor and telephone number. This information must be presented upon request by any individual.

Emergency & Contingency Planing

Superior works in what could be considered a high risk environment, and as such we take our employee's safety and emergency training very serious. No employee is ever required to put themselves or their fellow worker in a dangerous situation. Every Superior vehicle is provided with safety equipment and emergency instructions along with emergency contact phone numbers. In some areas we provide two man crews and/or multiple crews to provide additional safety.

State of California
Department of Industrial Relations
Cal/OSHA Consultation Service
1 Centerpointe Drive, Suite 150
La Palma, CA 90623
Phone: (714) 562-5525
Fax: (714) 562-5555

EDMUND G. BROWN JR., Governor



July 11, 2013

Certificate #: G1773

Superior Property Services, Incorporated
Attention: Mr. Ron Bruneck
9129 Perkins Street
Pico Rivera, CA 90660

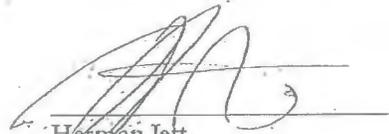
GOLDEN GATE PARTNERSHIP RECOGNITION

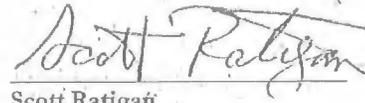
Dear Mr. Bruneck:

Congratulations, your company has been recognized by the Cal/OSHA Consultation Service for its effort in implementing and maintaining an effective injury and illness prevention program during the Cal/OSHA Consultation Service visit on June 25, 2013.

Golden Gate recognition was developed to provide motivation and support to employers who proactively work with their employees and the Cal/OSHA Consultation Service. During our consultative visit to your company, your managers and employees demonstrated a commitment to continuously improve the effectiveness of its workplace safety and health management system. This commitment to workplace safety and health is being commended by the Cal/OSHA Consultation Service. Thank you for taking an active participation in occupational safety and health in your workplace.

Sincerely,


Herman Jett
Area Manager, La Palma Office


Scott Ratigan
Associate Safety Engineer





INDIVIDUAL

EMPLOYEE TRAINING RECORD

Name	
Department	

Training Topic	Date Training Completed	Initials	
		Trainer	Employee
Employee Manual & Company Policies			
Responsibility for job equipment			
Payroll Reporting & Payroll Periods			
Use of cell phones & TAGRS			
Health insurance & Living Wage			
Recording & Handling Work Orders			
Safety Issues			
Truck safety & Refueling requirements			
Painting Techniques			
Avoiding over sprays			
Use & Cleaning of paint sprayers			
Color matching			
Color Selection & What to carry in your truck			
Safely use of chemicals for removal			
Special situations			
Removal from;			
Sidewalks			
Glass			
Signs			
Curbs			
Alleys			
2 nd Stories			

Training fully completed on : _____

Employee Signature: _____

Supervisor Signature: _____

Billing Method / Accounting Procedures

Superior utilizes state-of-the-art computer accounting and data base systems. Our computers are networked and include high speed internet capabilities and communication software.

We are currently developing a program system similar to that used by UPS to track packages. Our system will allow us to track and route each work order to maximize the efficiency of each crew. In addition, we will be able to pin point hot spots, list all outstanding work orders, and more accurately reflect the time to complete and the cost associated with each work order. This new system we will come close to being a paperless system of tracking work orders in the field.

Currently each crew maintains a log of all work performed. This log shall include type of structure, facility, job location date, time, type of work required, completion time, and amount of material, paint color and comments. We log all work orders into our data base and track their completion. This Database system can be linked to our accounting system to insure proper billing. Every service call is logged in and maintained for 3 years. Our billing will be by zone and will include labor hours, number of work orders completed, and materials used.

Internally we focus our attention on two primary areas. First we organize and log all work orders in each area before they are sent to the crew. This eliminates wasted time in the field and insures that time is spent actually removing graffiti. Secondly we make sure our warehouses are located close to our contract areas. Again this maximizes time spent removing graffiti. We are the only contractor in the industry that maintains warehouses based on the location of our contract. Supplies are delivered and inventoried at each warehouse so there is no wasted or down time. Vehicles are inspected, re-fueled and re-stocked with supplies every evening. This allows our graffiti crews to spend far more time actually removing graffiti than any of our competitors.

Equipment

Superior takes pride in providing clients with the best service possible, to do so we maintain the best equipment for the job. We are constantly upgrading vehicles and equipment and have initiated our **10/20/30 Replacement Program**. Superior replaces **10%** of our vehicles' every year; **20%** of our pressure washers and **30%** of our paint sprayers. Superior Recently invested \$400,000 in upgrading our vehicles'; pressure washers and paint sprayers. We have added 12 new Ford F150 and 250 trucks to our fleet along with four new pressure washers with water recovery systems and fifteen new high performance commercial paint sprayers. In addition, we have an ongoing testing program to pursue alternative products; newer technology and equipment. Superior has an ongoing maintenance program designed to maximize the safety and condition of all vehicles and equipment. All vehicles are rotated out of service every three months and undergo a complete maintenance and safety check by an independent auto mechanic. Our paint sprayers are independently serviced by an outside contractor every four months and our pressure washers and water recovery systems are also independently serviced by an outside contractor every three months. Each contractor is required to provide a detailed comprehensive report and safety check of each item serviced.

We have set up our graffiti trucks in four ways to maximize efficiency:

Quick Attack Paint Truck

Usually a smaller truck equipped to move easily through traffic removing smaller size tags and a greater number of sites. This truck maintains a larger selection of paint colors all in 2 gallon paint buckets; a smaller commercial paint sprayer and chemicals for removing graffiti from signs, glass and polls. This truck may also be equipped with a battery operated hand held paint sprayer with quart paint cups, for smaller tags which cannot be removed with using a paint roller to cover. A one person crew is provided with this vehicle.

Standard Paint Truck

Full size ½ ton trucks custom fitted with aluminum flatbed instead of the standard truck bed. These trucks are equipped with high capacity/volume commercial airless paint sprayers; minimum of 300 feet of paint hose; larger quantity of paint and chemicals for removing graffiti from non painted surfaces. These trucks are capable of handling any size of graffiti tag on walls or alleys; color matching and if necessary painting whole blocks or buildings with graffiti above 12 feet. This truck is usually manned with a 2 person crew to increase efficiency, safety and output.

Paint Truck w/ Pressure Washer (combo)

Full size on ¾ truck equipped similar to our Standard Paint Truck, but also includes a commercial small footprint pressure washer, water tank and a water recovery/recycling system. Pressure washer system maintains over 3,000 psi; 5 gpm at temperatures exceeding 220 degrees, working with a one person crew. This truck is setup to handle everything from a small tag on a sign or sidewalk to the larger tag on a alley wall. These trucks work will in an area in combination with our Quick attack paint trucks to give us greater versatility and maximize the number of worker orders completed in an area.

Pressure Washing Truck

This a full size ¾ ton truck equipped just for pressure washing. We usually run a two person crew and can handle any type of pressure washing required including sidewalks, walls, poles and sand soda blasting as needed. We use both truck mounted and trailer mounted commercial pressure washing rigs with an output of over 4,000 psi; 6 gpm and 240 degrees. Our trailer mounted systems, are custom made and designed by Superior, and are the only fully propane systems used in California with complete water recycling and recovery system.

The purpose of using different types of truck configurations is to insure we are as productive as possible. Not all areas or graffiti are the same and equipment and personnel should be adjusted to fit the area and requirements of the job.

Over the years we have found in some areas it is much more effective to have a crew be able to concentrate on just removing small tags and in other areas there are more tags on sidewalks or whole alleys needing to be sprayed. Every community is different and we strive to be as effective as possible to maintain the zero tolerance standards of Los Angeles County.

Safety Equipment

Superior provides all personnel with the proper safety equipment and training.

- Safety Shirts (visibility stripes)
- High Visibility Safety Vests (yellow)
- Safety goggles and gloves
- Paint and chemical Respirators
- First aid and emergency kits
- Caution strobe lights
- Caution cones / signs
- MSDS Sheets
- Monthly Safety Meetings
- Weekly Vehicle Inspections



Materials & Supplies

Superior provides all necessary materials to allow our crews to work as efficiently as possible. We maintain Extensive inventory of paint; paint supplies; pressure washing supplies and are an authorized reseller of propane fuel for our vehicles'.

Once again we have gone to great lengths to be able to offer Superior service.

Superior Specialty Equipment & Supplies



The ScratchPro Glass Scratch & Graffiti Removal System:

- Is the most advanced system on the market today, used by hundreds of professionals across the country and internationally.
- Is ultra-efficient, requiring a fraction of time compared to other systems.
- Can remove scratches, paint, acid graffiti and more without leaving ugly distortion.
- Is cost effective. Most damage can be removed at a fraction of the cost of replacement.
- Saves time. No glass to put on order or buckets of solutions to mix up.
- Is a green service that saves disposed glass from going to landfills.

Green Paint



Quality Recycled Latex Paint Supplied by

Acrylatex Coatings & Recycling Inc.

www.acrylatex.com

Superior Property Services Mobile Color Matching Capabilities



QUALITY ASSURANCE PROGRAM



Quality Assurance Program

Superior's Quality Assurance Program is a process put in place to review the quality of all factors involved in meeting or exceeding the requirements as outlined in the Los Angeles County Specifications. Our program comprises of three important areas:

- **Structured Elements**
 - Understanding Work requirements
 - Performance Standards
 - Supervision & Inspections (self monitoring)
 - Response Times & Corrective Measures
 - Customer complaints & Inquiries
 - Reporting & Record Keeping
- **Competence**
 - Knowledge/Training
 - Skills
 - Experience & Qualification
- **Soft Elements**
 - Personnel Integrity & honesty
 - Confidence
 - Management Support
 - Motivation – Team approach
 - Encouragement
 - Reward system

Quality can suffer anytime these three areas are deficient.

Superior has been providing graffiti abatement services to the county of Los Angeles for over 15 years and we are constantly looking for ways to improve our services and increase response times. Superior has focused on developing a comprehensive Quality Assurance Program.

Our program starts with our continuous comprehensive extensive training program. We conduct monthly training meetings which include a discussion of any areas of concern or problem areas. Our get it **Right First Time** approach is achieved with better trained team members. Superior supports the following trade associations: Power Washers of North America (PWNA) and the Greater Los Angeles chapter of Painting and Decorating Contractors of America (PDCA). Through these Associations we encourage our employees to continue their training and knowledge of the methods and practices of both the painting trade and pressure washing trade. The majority of our employees receive the training skills to be classified as journeyman painters.

We emphasize greater communication between crews; supervisors; and our quality assurance inspector. With better communication and ongoing inspections we are able to deal with issues before they become problems. Each area is inspected weekly by our inspector with a written report submitted to our supervisor and discussed with the technicians in the area. If corrective actions are required they are completed in a timely manner and re-inspected before they can be signed off by our supervisors. Any complaints received are investigated thoroughly by our inspector and corrective measures are taken to avoid any further problems. All complaints must be resolved to the satisfaction of our supervisor, office manager and company owners within 48 hours or an approved written extension must be obtained. We make sure all phone calls; emails and/or written correspondence are responded to immediately. A major component of better communication is frequent and ongoing inspections. These inspections insure quality of work being performed in each area and inspections of all vehicles' and equipment insures safety and ability to complete each job. Each area is inspected weekly and a written inspection report is made and reviewed by management.

Our quality assurance program has an emphasis on reporting and documentation. We spot check completed work orders to insure they are being properly reported and completed in an acceptable manner. Our office staff verifies each work order is completed within the required time frame and all data is properly updated. In conjunction with our inventory control we are able to track and compare the ratio of paint consumption to graffiti removed by each crew or area. At any given time we can determine the specific status of any reported work order.

Each crew is equipped with a GPS phone, which allows our office to monitor in real time, the exact position of each truck; the number of stops made; time of each stop and the route taken. This allows us to determine the efficiency of our crews. Also this GPS feature gives us an element of safety in reporting if any of our crews have any problems.

We have prided ourselves in constantly searching for new and innovative ways to increase our efficiency and performance. To that end we have custom equipped trucks to enhance efficiency. We have streamlined our reporting systems and were the first contractor to actively use a GPS system for real time tracking. We are currently working on developing a new spray system which we hope will reduce the time it takes to change colors in the field, reduces wasted paint and problems with over spraying.

Finally, each truck is inspected at the end of each work day to guarantee safety and productivity. As you can see we take a great deal of pride in both our training programs and ongoing quality assurance programs.



Superior Graffiti Services Area Inspection Report

To: _____ Area/Zone: _____

Inspector: _____ Date of Inspection: _____

AREAS	EXCELLENT	GOOD	FAIR	COMMENTS
Street Corners/Traffic Poles				
Walls				
Buildings				
Electric Boxes				
Fencing/Gates				
Phone Booth				
Poles				
Light Posts				
Curbs				
Sidewalks				
Signage				
Bathrooms/Parks				
Doors/Windows/Glass				
Flood Channels				
Bike Paths				
Recreational areas				
Vehicle Oversprays				

Corrective Action Required to be completed by date of: _____

Area of Concern: _____

Pressure Washing: _____

Other: _____

Comments/Follow-Up Required: _____

Corrective Action Completion Date: _____

Approved By: _____

File copy after completion and approval

REQUIRED LICENSE





State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **835687** Entity **CORP**
Business Name **SUPERIOR PROPERTY SERVICES
INC**

Class/Category C33 C61/D38

Expiration Date **04/30/2016**

www.cslb.ca.gov



PROOF OF INSURANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Garrett/Mosier/Griffith/Sistrunk Risk Management & Insurance Services 12 Truman Irvine, CA 92620 www.gmigs.com 0884519	CONTACT NAME:	
	PHONE (A/C No. Ext): (949)559-6700	FAX (A/C No.): (949)559-6703
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Golden Eagle Insurance Company		
INSURER B: Liberty Mutual Insurance Company		
INSURER C: Cypress Insurance Company		10855
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 16776929 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CBP1091256	6/22/2013	6/22/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Physical Damage			BA8951833 \$500 Comp Ded \$500 Coll Ded	6/22/2013	6/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3300061722-131	6/22/2013	6/22/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects General Liability coverage, The City of Anaheim, its officers, agents, employees, representatives and ANAHEIM-designated volunteers are added as additional insured as respects the acts, omissions, operations, and activities of, or on behalf of, the named Insured, in regard to products supplied, or work or services performed for, or related to, the City of Anaheim per GECG 970 (01/11) attached, including primary wording. As respects General Liability coverage, a Waiver of Subrogation is hereby included, per GECG 970 (01/11) attached. As respects Automobile Liability coverage, additional insured is included per GECA 701 (01/07) attached.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Michael Finn

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RECORD KEEPING



Superior Property Services, Inc.
Response to Regulatory Compliance

- i. Where do Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is Proposer's practice/process, when does Proposer consider the employees shift to have started? At a central site or upon arrival at the work location?

Employees report to work at our warehouse located at 9129 Perkins Street, Pico Rivera, CA. The employee's shift starts when they arrive at the warehouse and are required to clock in upon arrival, using our Biometric time clock which is integrated with our payroll system. Shifts start at 6:00am and end at 2:00pm.

- ii. How does Proposer know employees actually reported to work and at what time?

There is an On Site Supervisor at the warehouse and each employee is required to clock in using our biometric time clock which reads their finger or thumb print.

- iii. What records are created to document the beginning and ending times of employees actual work shifts? What records are maintained by Proposer of actual time worked? Are the records maintained daily or on another frequency? Who creates these records? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create Proposers' payroll?

Employees have daily time cards to check in and check out. Time cards are electronically date and time stamped. The Supervisor will check the time cards at the end of the shift to make sure they are accurate, he will then deliver them to our office on a weekly basis. These time cards are inputted into our payroll system and twice a month we submit to our payroll service for processing of pay checks. All of our payroll is reviewed on a regularly basis by Diane DeCrona, tax attorney.

- iv. What is the source document used? Who prepares and who check the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?

The source document would be the individual employee time cards. After input we also create a payroll journal for our review. The employee initials

each time card as to its correctness. Prior to turning the time cards the supervisor review them an initials them.

- v. How does Proposer firm know that employees take mandated breaks and meal breaks? Does proposer maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?

The employee's shift of 8 hours includes a 15 minute break and a ½ hour lunch, both are paid breaks and part of the employees shift. Each employee notifies the supervisor when and where they are taking there breaks. This is done as a safety measure, as a result of the areas we patrol.

Superior Property Services, Inc.
Response to Payroll Preparation

- i. How are Proposer's employees paid? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check?

Our Employees are paid twice per month on the 1st and 15th of each month. They are issued one check which would include all pay for straight time, overtime, vacation and sick pay. All information is provided on each check along with year to date totals.

- ii. If Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates, how does the person preparing the payroll calculate total wages paid?

We do NOT us a manual payroll system. Multiple pay rates are reported separately on the check.

- iii. If Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates, how does the automated payroll system calculate the total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

We use a payroll service and we provide them with the pay rates and hours at each pay rate when necessary. It is neither embedded in the software nor

does it have to be overwritten. It is a simple function for the payroll service to track.

- iv. How is travel time during an employees shift paid? At what rate is such travel time paid if the employee has multiple wage rates?

Travel time is paid at the regular rate. Any travel time would occur after they have clocked in and would be considered part of there shift. Our employees do not use there own vehicles and do not take our vehicles home. Any of our employees working on County jobs would be paid at the higher pay rate if there was a discrepancy.

- v. How does proposer calculate overtime wages? What if the employee has multiple wage rates?

Overtime is paid on any hours over the 8 hour shift provided they worked a 40 hour week. Overtime is paid at 1 ½ time the pay rate for the first four hours and 2 times over 12 hours. In the event there are multiple rates the overtime is calculated on a weighted average per Labor Regulations.

Department: Inc Sub Employee:

View: Sunday 5/11/2014 to Sunday 5/25/2014

Date:

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S								
In	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25								
Out	14:04	14:07	05:58	05:58	06:12	05:58	13:33		05:58	14:00	05:57	05:56	05:57	14:01	05:57								
Punch Errors	9												9										
Total Hours	0.00	0.00	8.15	8.10	7.83	7.58	0.00	0.00	8.07	8.05	8.07	8.17	0.00	0.00	0.00								
Regular Hours			8.15	8.10	7.83	7.58			8.07	8.05	8.07	8.17											
Department	Superior Property Services, Inc.																						
Settings	Legend																						
Verification:	<input type="checkbox"/> Supervisor <input type="checkbox"/> Director <input type="checkbox"/>																						
I certify that the above time card is correct.																							
Pay Period: 5/11/2014 - 5/25/2014																							
<table border="1"> <tr> <td>Worked Hours</td> <td>64.02</td> </tr> <tr> <td>Total Hours</td> <td>64.02</td> </tr> </table>																Worked Hours	64.02	Total Hours	64.02				
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Regular Hours	64.02																						
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Total Pay	\$0.00																						
<table border="1"> <tr> <td>Department & Premium Hours</td> <td>Recalculate Employee</td> </tr> </table>																Department & Premium Hours	Recalculate Employee						
Department & Premium Hours	Recalculate Employee																						

LIVING WAGE & PAYROLL INFORMATION:

Superior believes it is in everyone's best interest to provide a living wage to our employees. Therefore all employees involved with these L.A. County contracts will receive the benefits of the Living Wage Program.

Currently we offer TransChoice, which provides full medical for our employee and dependents at a cost of \$2.20 per hour and plus an hourly wage of \$9.65 per hour.

Superior complies with all State and Federal labor regulations and record keeping requirements. We currently use Quickbooks Payroll Service for all of our payroll reporting, payroll deposits and payroll checks. Every employee receives a written employee manual and acknowledges that they have read and understand our employee manual. Our manual outlines our payroll policies including the following:

- Superior pays on the 1st & 16th of each month
- Pay period is through the 25th and the 10th of each month
- All employees are provided with cell phones with GPS capability with Xora System which records the time they clock in for their shift and their location at time of shift start and shift end. It also records the location and start and end period of their lunch break.
- All employees must also use time cards provided and clock in and out as a back up system to the Xora system.
- Time cards are to be reviewed and initialed as to correctness prior to the preceding pay period, any discrepancy need to be brought to our attention immediately.
- The time cards are used as the backup document for data input and provided to Quickbooks Payroll Service to generate pay checks
- Each pay check and time card is reviewed and signed by our Vice President and delivered to the employee. Pay checks maybe automatically deposited directly into employees account, mailed, picked up or delivered, per the employee's request.
- Supervisors are to monitor employee's arrival and departures from the work place and accuracy of the time cards.
- All time cards and payroll records are kept for a minimum of 5 years.
- All overtime will be paid on the next pay period at the current pay rate or in the event of multiple pay rates they will receive the rate at which the job is classified at or a blended rate using the higher rate.
- Overtime must be approved by the supervisor, if unapproved overtime has occurred the employee will be paid all requested hours and a written notice of our policy will be given to the employee and his/her payroll file will be documented.

- If an employee has more than one rate of pay, the weighted average of the combined pay rates will be used to determine the overtime rate.
- Employees report to work at the warehouse location they have been assigned to and they return to the same warehouse upon completion of their shift times begin and end when employee has arrived at the warehouse and either begun their tasks or end their required tasks. All travel time after clocked in is included in their normal shift and paid at the rate of the current task. Employees working under a County Living wage Contract will complete a full shift under those terms regardless of his duties. We will not breakup shifts at different rates. If there is a discrepancy in rates the discrepancy will be resolved in the employees favor and at the higher rate of pay.
- Superior shifts are 8 hours with one 15 minute break and ½ hour for lunch. Superior pays regular time for both the break time and lunch time.
- Employee's notify their supervisor of the time and location of their morning break and lunch break.

This portion of the proposal highlights the key areas regarding our employee policies. However, additional policies may exist to insure that we are in compliance with all Local, State and Federal regulations.

Employee Benefits

Eligible employees at Superior are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- ❖ Health Insurance
- ❖ Holidays
- ❖ Personal/Sick Leave Benefits
- ❖ Vacation Benefits

Some benefit programs require contributions from employees, but most are fully paid by Superior.

Vacation Benefits

Vacation time off with pay is available to eligible employees to provide opportunities for rest relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy:

- ❖ Regular full-time employees

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule:

- ❖ After 1 year of eligible service the employee is entitled to 5 vacation days each year.
- ❖ After 3 years of eligible service the employee is entitled to 7 vacation days each year.
- ❖ After 5 years of eligible service the employee is entitled to 10 vacation days each year.

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn paid vacation time according to the schedule. Earned vacation time is available for use in the year following its accrual.

Paid vacation time can be used in minimum increments of one day. To take vacation, employees must request advance approval at least two weeks prior to their requested vacation start date to the office manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. In most cases no more than 5 consecutive days of vacation will be granted at one time.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. In the event that available vacation is not used by the end of the benefit year, employees will forfeit the unused time.

Upon termination of employment, employees will be paid for unused vacation time that has been earned through the last day of work for that year.

Holidays

Superior will grant holiday time off to all employees on the holidays listed below:

- ❖ New Year's Day (January 1)
- ❖ Good Friday (Friday before Easter) Half day off
- ❖ Independence Day (July 4)
- ❖ Labor Day (first Monday in September)
- ❖ Thanksgiving (fourth Thursday in November)
- ❖ Christmas (December 25)

Superior will grant paid holiday time off to all eligible employees who have completed 90 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Eligible employee classification(s):

- ❖ Regular full-time employees

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the proceeding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. In all cases if the legal holiday falls on a weekend it will be observed on the Federal legal holiday set by U.S. government offices.

If a recognized holiday falls during an eligible employee's paid absence (e.g., vacation, sick leave), the employee will be ineligible for holiday pay.

If eligible nonexempt employees work on a recognized holiday, they will receive wages at their straight-time rate for the hours worked on the holiday and be given an additional day off.

Worker's Compensation Insurance

Superior provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Superior nor the insurance carrier will be liable for the payment of workers compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Superior.

Sick Leave Benefits

Superior provides paid personal/sick leave benefits to all eligible employees for periods of temporary absence due to illnesses or injuries. Eligible employee classification(s):

- ❖ Regular full-time employees

Eligible employees will accrue personal/sick leave benefits at the rate of 3 days per year (.25 of a day for every full month of service). Sick leave benefits are calculated on the basis of a "benefit year," the 12-month period that begins when the employee starts to earn sick leave benefits.

Employees can request use of paid personal/sick leave after completing a waiting period of 90 calendar days from the date they become eligible to accrue personal/sick leave benefits. Paid personal/sick leave can be used in minimum increments of one day. Eligible employees may use personal/sick leave benefits for an absence due to their own illness or injury or that of a family member who resides in the employee's household.

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Personal/Sick leave benefits will be calculated on the employee's base rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Health Insurance

Superior's health insurance plan provides employees and their dependants access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan:

- ❖ Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Superior and insurance carrier. Superior agrees to pay for one-half of the cost of all employees after a ninety day waiting period. The cost of dependent coverage is the responsibility of each employee. Insurance will be deducted from employees paychecks.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Office Manager for more information about health insurance benefits.

FORMS LIST



VERIFICATION OF PROPOSAL

DATE: _____, 2014		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final.			
2. Name of Service: Graffiti Removal Services Zone 5 - South County (2014-PA012)			
DECLARANT INFORMATION			
3. Name Of declarant: Ron Bruneck			
4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s).			
5. My Title, Capacity, Or Relationship to the Proposer(s) is: President			
PROPOSER INFORMATION			
6. Proposer's full legal name: Superior Property Services, Inc.		Telephone No.: (562) 801-9200	
Physical Address (NO P.O. BOX): 9129 Perkins St., Pico Rivera, CA 90660		Mobile No.: (714) 719-4419	
e-mail: Ron@4superior.com		Fax No.: (562) 801-9230	
County WebVen No.: 51739001	IRS No.: 33-072-3535	Business License No.: 0174570	
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input type="checkbox"/> Sole proprietor	Name of Proprietor:		
<input checked="" type="checkbox"/> A corporation:	Corporation's principal place of business: 9129 Perkins St. Pico Rivera, CA 90660		
	State of incorporation: California		Year incorporated: 1995
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:		
	Secretary:		
<input type="checkbox"/> A general partnership:	Names of partners:		
<input type="checkbox"/> A limited partnership:	Name of general partner:		
<input type="checkbox"/> A joint venture of:	Names of joint venturers:		
<input type="checkbox"/> A limited liability company:	Name of managing member:		
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) Ron Bruneck	Title President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State CA	Zip 90660
Name(s) Nancy Hernandez	Title Vice President	Phone (562) 801-9200	Fax (562) 801-9230
Street 9129 Perkins St.	City Pico Rivera	State CA	Zip 90660
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief.			

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent: _____

Print Name: **Ron Bruneck**

SCHEDULE OF PRICES
FOR
GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY
(2014-PA012)

The undersigned Proposer offers to perform the work described in the Request for Proposals (RFP) for the following price(s). The Proposer rate(s) (hourly, monthly, etc.) shall include all administrative costs, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the RFP. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

DESCRIPTION	UNIT	UNIT PRICE	ESTIMATED NUMBER OF UNITS	ANNUAL PRICE (Unit Price X Estimated Number of Units)
1. Graffiti Removal Services Zone 5 – South County (Exhibit A, Scope of Work)	Month	\$ 9,916.66	12	\$ 119,000.00
TOTAL ANNUAL PROPOSED PRICE =				\$ 119,000.00

LEGAL NAME OF PROPOSER Superior Property Services, Inc.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL 		
TITLE OF AUTHORIZED PERSON President		
DATE	STATE CONTRACTOR'S LICENSE NUMBER 835567	LICENSE TYPE C33 C61/D38
PROPOSER'S ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660		
PHONE (562) 801-9200	FACSIMILE (562) 801-9230	E-MAIL Ron@4superior.com

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: Superior Property Services, Inc.		
Company Address: 9129 Perkins St.		
City: Pico Rivera	State: CA	Zip Code: 90660
Telephone Number: (562) 801-9200		
(Type of Goods or Services): Graffiti Removal Services Zone 5 - South County (2012-PA012)		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 5-22-2014

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Graffiti Removal Services Zone 5 - South County (2014-PA012)
 SERVICE BY PROPOSER: Superior Property Services, Inc.
 PROPOSAL DATE: May 27, 2014

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2009	2010	2011	2012	2013	Total	Current Year to Date
1. Number of contracts.	50	50	50	50	45	245	45
2. Total dollar amount of Contracts (in thousands of dollars).	1.5 Million	1.8 Million	1.8 Million	1.8 Million	1.5 Million	8.4 Million	1.5 Million
3. Number of fatalities.	0	0	0	0	0	0	0
4. Number of lost workday cases.	0	0	0	0	0	0	0
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	0	1	0	0	0	1	0
6. Number of lost workdays.	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Ron Bruneck, President

Name of Proposer or Authorized Agent (print)



Signature

5-22-2014

Date

CONFLICT OF INTEREST CERTIFICATION

I, Ron Bruneck

- sole owner
 general partner
 managing member
 President, Secretary, or other proper title) President

of Superior Property Services, Inc.

Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date

5-22-2014

PROPOSER'S REFERENCE LIST

PROPOSER NAME: Superior Property, Inc.

PROPOSED CONTRACT FOR: Graffiti Removal Services Zone 5- South County (2014-PA012)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: Graffiti Abatement	SERVICE DATES: 1997 ~ Current Fiscal Year
DEPT/DISTRICT: Public Works	
CONTACT: Ari DeChellis	
TELEPHONE: (626) 458-4062	
FAX: (626) 979-5445	
E-MAIL: ADECHELLIS@dpw.lacounty.gov	

SERVICE: Graffiti Abatement	SERVICE DATES: 12/2007
DEPT/DISTRICT: Flood Maintenance Division	
CONTACT: Ron Lacayo, P.E.	
TELEPHONE: (626) 458-4114	
FAX: (626) 458-4150	
E-MAIL: rlacayo@ladpw.org	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: Graffiti Abatement	SERVICE DATES: 2011 ~ Current
AGENCY/FIRM: City of Anaheim	
ADDRESS: 200 S. Anaheim Blvd., Ste. 525 Anaheim, CA	
CONTACT: Sandra Sager	
TELEPHONE: (714) 765-4413	
FAX: (714) 765-4044	
E-MAIL: ssager@anaheim.net	

SERVICE: Graffiti Abatement	SERVICE DATES: 2008 ~ Current
AGENCY/FIRM: County of Orange	
ADDRESS: 2301 N. Glassell St., Orange, CA	
CONTACT: Forrest DeSpain	
TELEPHONE: (714) 955-0347/(714) 448-0220 (Cell)	
FAX:	
E-MAIL: Forrest.DeSpain@ocpw.ocgov.com	

SERVICE: Graffiti Abatement	SERVICE DATES: 2010 ~ Current
AGENCY/FIRM: City of Simi Valley	
ADDRESS: 500 W. Los Angeles Ave., Simi Valley, CA	
CONTACT: John Parris	
TELEPHONE: (805) 583-6459/(805) 587-5442 (Cell)	
FAX: (805) 583-6402	
E-MAIL: jparris@simivalley.org	

SERVICE: Pressure Washing	SERVICE DATES: 2010 ~ Current
AGENCY/FIRM: City of West Hollywood	
ADDRESS: 8300 Santa Monica Blvd.	
CONTACT: Kevin Trudeau	
TELEPHONE: (323) 848-6339/(323) 333-6698 (Cell)	
FAX: (323) 848-6565	
E-MAIL: ktrudeau@weho.org	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Superior Property Services, Inc.
Address	9129 Perkins St., Pico Rivera, CA 90660
Internal Revenue Service Employer Identification Number	33-072-3535

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Superior Property Services, Inc.	
Authorized representative	Ron Bruneck, President	
Signature		Date 5-22-2014

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Superior Property Services, Inc.

My County (WebVen) Vendor Number: 51739001

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

Attached is a copy of Local SBE certification issued by the County.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Nonprofit Franchise

Other (Please Specify):

Total Number of Employees (including owners): 40

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino		1	2	2	28	5
Asian or Pacific Islander						
American Indian						
Filipino						
White	1					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	2 %	%	%	%	98 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature	Title	Date
		



JIM JONES
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (877) 669-CBES
FAX: (323) 881-1871

"To enrich lives through effective and caring service"

February 04, 2014

LARRY DECRONA
SUPERIOR PROPERTY SERVICES INC
9129 PERKINS STREET
PICO RIVERA, CA 906604512

Vendor #: 51739001

Dear LARRY DECRONA:

Congratulations! Your business is now certified as a Local Small Business Enterprise (LSBE) with the County of Los Angeles effective as of the date of this letter. Your Local SBE certification expiration date is based on your State of California SB certification which expires on December 31, 2015.

Your business is eligible for the Local SBE Preference Program consideration in those County of Los Angeles solicitations which include the "Request for Local SBE Preference Program Consideration" form. You must complete the form and provide your Vendor Number in your bid/proposal for each response to receive the preference.

Additionally, the Board of Supervisors established a "Countywide Small Business Payment Liaison and Prompt Pay Program". As a certified Local SBE, your company is now eligible for a 15-day prompt payment. Please call the Office of Small Business at (323) 881-3964 to make an appointment to receive your free Prompt Payment Stamp and instructions.

The County of Los Angeles Office of Small Business reserves the right to request additional information and/or conduct an on-site visit to verify any documentation submitted by the applicant. If there are any changes in the State of California Office of Small Business and DVBE Certification (OSDC) SBE status, ownership, control of the firm or principal place of business during the certification period, you are required to notify this office and the OSDC immediately.

Again, congratulations on your certification. If you have any questions about the Local SBE Program, visit our visit our website at <http://osb.lacounty.gov> or call the Local SBE Customer Service at (877) 669-CBES.

Sincerely,

JIM JONES
DIRECTOR

A handwritten signature in black ink, appearing to read "Debbie Cabreira-Johnson".

DEBBIE CABREIRA-JOHNSON
Program Director

JJ:DCJ/ct

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title President
Firm Name Superior Property Services, Inc.	Date 5 - 22 - 2014

N/A

FORM PW-11

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County Within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.:

A Solicitation Requirements Review is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): (check all that apply)

- Application of Minimum Requirements
- Application of Evaluation Criteria
- Application of Business Requirements
- Due to unclear instructions, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within 10 business days of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. (Attach additional pages and supporting documentation as necessary.)

Request submitted by:

 (Name) (Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Superior Property Services, Inc.

Company Name

9129 Perkins St., Pico Rivera, CA 90660

Address

33-072-3535

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES	NO
(<input checked="" type="checkbox"/>)	(<input type="checkbox"/>)

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

YES	NO
(<input type="checkbox"/>)	(<input checked="" type="checkbox"/>)

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.



 Signature

5 - 22 - 2014

 Date

Ron Bruneck, President

 Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: Superior Property Services, Inc.		
COMPANY ADDRESS: 9129 Perkins St.		
CITY: Pico Rivera	STATE: CA	ZIP CODE: 90660

I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: Ron Bruneck	TITLE: President
SIGNATURE: 	DATE: 5-22-2014

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

PROPOSER'S LIST OF TERMINATED CONTRACTS
 Superior Property Services, Inc.

PROPOSER'S NAME: _____

Proposer has not had any contracts terminated in the past three years.

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE: Graffiti Removal Services	TERMINATING DATE: August 30, 2012
NAME OF TERMINATING FIRM City of Rialto	
ADDRESS OF FIRM 128 N. Willow Ave. Rialto, CA	
CONTACT PERSON: Mr. Jeremy Hintz	
TELEPHONE: (909) 208-5453	
FAX:	
E-MAIL: JHintz@rialtopd.com	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____

DATE: 3/10/2012

PW-14 EXPLANATION

I will try to offer a brief explanation as to why the City of Rialto contract was over looked with respect to Form PW-14 and why the contract was terminated. Our dealing with the City of Rialto began well over three years, ago, 2010, and resulted in us billing them for a total sum of \$14,333 over a short 4 month contract period. Even though this contract represented a small portion of our total portfolio and involved a very short time frame we considered it very important and an excellent learning tool.. Our dealings with the City of Rialto were probably destined to fail from the beginning. The City had a huge budget deficit which resulted in major cut backs and personnel changes. We dealt with several different people prior to being awarded a contract, all of whom had a different concept or priority for the services being requested. Some felt the previous contractor was over billing, at approximately \$16,000 per month, and not doing much work and some, including Public Works, were very happy with their existing contractor. I think Superior just got caught in the middle of some very unhappy people. From the time we were contacted by the City in 2010 and entering into a contract with them in May of 2012 everything had changed. Our initial dealing was with the Rialto Police Department who were unhappy with the amount of graffiti in the area and looked forward to a change.

In June 2012, just short time after starting the contract, Larry DeCrona attended a very contentious meeting with several of the City officials which resulted in a City councilman getting very angry and confrontational with Mr. DeCrona because of his casual attire for their afternoon meeting.

After that meeting Mr. DeCrona did receive an apology. Some of the negative comments directed towards Superior were based on the bias that our Los Angeles County contracts required a lower acceptable standard of service then the City of Rialto. In fact the standards we are held to under our Los Angeles County contracts exceed those of most cities and Counties. However, it was clear it was going to be very unpleasant working for these people and we advised them we would prefer to end our business relationship. After that meeting we began receiving several complaints and unusual requests which ultimately resulted in receiving a 30 day notice to terminate the contract. Since it was our preference to be released from our obligation under this contract we made no effort to dispute any of their claims or point out how much money we had saved them; the amount of graffiti we had removed or the number of complements we had received directly from citizens. We made every effort to end the relationship on a positive note and committed additional equipment, labor and resources to the contract right up to the last day.

We do not believe our dealings with the City of Rialto should negatively impact any evaluation of Superiors ability to provide the highest level of Services. In the 15+ years Superior has been in business we have never found the necessity or been requested to terminate a contract. The City of Rialto is one of those rare occasions where you know

it is in everyone's best interest to end the relationship and move on. It is my understanding the new City of Rialto Administrator has done an excellent job and along with the current elected officials have smoothed out the problems in the City. Public Works was able to bring back their previous graffiti abatement contractor, which is what they wanted all along, so they are happy. And Superior has continued to grow and provide our clients with the best possible service.

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name:

Superior Property Services, Inc.

- Proposer and/or principals are not currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: _____
- 3. Case Number: _____
- 4. Court of Jurisdiction: _____
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. Pending Litigation Threatened Litigation Judgment (check one)

- 1. Against Proposer; Principal; Both (check as appropriate)
- 2. Name of Litigation/Judgment: _____
- 3. Case Number: _____
- 4. Court of Jurisdiction: _____
- 5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer:

Date: 5-22-2011

GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY (2014-PA012)

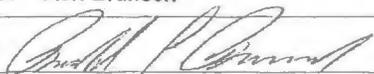
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

Superior Property Services, Inc.
Proposer's Name

9129 Perkins St., Pico Rivera, CA 90660
Address

If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage. If you check this box, your proposal will be immediately disqualified as non-responsive.

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 5-22-2014

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; AND

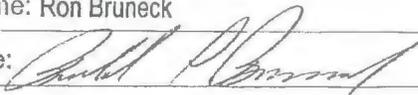
To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; AND

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Ron Bruneck	Title: President
Signature: 	Date: 5-22-2014

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

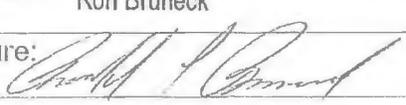
Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

I AM NOT a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

I AM certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm: Superior Property Services, Inc.	County Webven No. 51739001
Print Authorized Name: Ron Bruneck	Title: President
Authorized Signature: 	Date: 5-22-2014

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

**STATEMENT OF EQUIPMENT FORM
FOR
GRAFFITI REMOVAL SERVICES ZONE 5 - SOUTH COUNTY (2014-PA012)**

PROPOSER'S NAME: Superior Property Services, Inc.
 ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660
 TELEPHONE: (562) 801-9200

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION	
								DEDICATED	Check one PRIMARY BACKUP
Paint Truck	Ford	F-150 X/C	2012	40482H1	Excellent	Operational	Pico Rivera	✓	
Paint Truck	Ford	F-150	2012	40630H1	Excellent	Operational	Pico Rivera		✓
Paint Truck	Ford	F-150	2012	39366H1	Excellent	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2011	46131G1	Excellent	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2012	73381E1	Excellent	Operational	Pico Rivera		
Paint Truck	Ford	Ranger	2007	8D31715	Good	Operational	Pico Rivera		
Paint Truck	Toyota	Tundra	2000	32304A1	Good	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2008	74821E1	Excellent	Operational	Pico Rivera		
Paint/PW Truck	Ford	F-350	2006	74820E1	Excellent	Operational	Pico Rivera		✓
Paint/PW Truck	Ford	F-350	2008	8M06710	Excellent	Operational	Pico Rivera		
Paint/PW Truck	Ford	F-350	2008	8K90812	Excellent	Operational	Pico Rivera		
Paint/PW Truck	Ford	F-350	2008	8M08583	Excellent	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2009	8Z53302	Excellent	Operational	Pico Rivera		
Paint/PW Truck	Ford	F-250	2000	6E27917	Good	Operational	Pico Rivera	✓	
Paint Truck	Ford	F-150	2005	8E86969	Good	Operational	Pico Rivera		
Paint Truck	Dodge	Dakota	1999	8H65531	Good	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2001	6N33004	Good	Operational	Pico Rivera		

STATEMENT OF EQUIPMENT FORM
FOR
GRAFFITI REMOVAL SERVICES ZONE 5 - SOUTH COUNTY (2014-PA012)

PROPOSER'S NAME: Superior Property Services, Inc.
 ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660
 TELEPHONE: (562) 801-9200

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE

Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION	
								DEDICATED	PRIMARY BACKUP
Paint Truck	Ford	F-150	2006	8G72894	Good	Operational	Pico Rivera		
Paint Truck	Chevrolet	S-10	2003	7G79843	Good	Operational	Pico Rivera		
Paint Truck	Chevrolet	S-10	2003	7J22643	Good	Operational	Pico Rivera		
Paint Truck	Ford	F-150	2007	8T02950	Excellent	Operational	Pico Rivera		
Paint/PW Truck	Chevrolet	Silverado	2007	8F50220	Good	Operational	Pico Rivera		
Paint Truck	Chevrolet	Silverado	2004	7M14592	Good	Operational	Pico Rivera		✓
Paint/PW Truck	Chevrolet	Silverado	2008	71639A1	Good	Operational	Pico Rivera		
Paint Truck	GMC	Sonoma	2001	8W67540	Good	Operational	Pico Rivera		
Paint Truck	Chevrolet	Cheyenne	1997	7K80613	Good	Operational	Pico Rivera		
Paint Truck	Ford	Ranger	2005	7V82178	Good	Operational	Pico Rivera		
Paint Truck	Ford	Ranger	2007	7T87355	Good	Operational	Pico Rivera		
Pressure-Washer	HydroTech		2007	200802715	Excellent	Operational	Pico Rivera		
Pressure-Washer	HydroTech		2009	8PJ48C34S23FP	Excellent	Operational	Pico Rivera		
Pressure-Washer	Landa		2006	3628505541	Good	Operational	Pico Rivera		
Pressure-Washer	Silver Eagle		2009	90406126766	Excellent	Operational	Pico Rivera		
Pressure Washer	HydroTech		2012	201201648	Excellent	Operational	Pico Rivera		
Pressure Washer	HydroTech		2012	201201645	Excellent	Operational	Pico Rivera		✓

STATEMENT OF EQUIPMENT FORM
FOR
GRAFFITI REMOVAL SERVICES ZONE 5 - SOUTH COUNTY (2014-PA012)

PROPOSER'S NAME: Superior Property Services, Inc.
 ADDRESS: 9129 Perkins St., Pico Rivera, CA 90660
 TELEPHONE: (562) 804-9290

STATE BELOW THE INFORMATION FOR ALL EQUIPMENT THAT WILL BE DEDICATED AND/OR DESIGNATED PRIMARY BACKUP TO THIS SERVICE
 Please list one (1) item per line; DO NOT submit an equipment list in your own format. This form may be reproduced in order to list all equipment.

TYPE OF EQUIPMENT	MAKE OF EQUIPMENT	MODEL	YEAR	SERIAL NUMBER	CONDITION OF EQUIPMENT	OPERATIONAL/ NON-OPERATIONAL	LOCATION	DESIGNATION	
								Check one	PRIMARY BACKUP
Pressure Washer	HydroTech		2012	201201647	Excellent	Operational	Pico Rivera		
Pressure Washer	HydroTech		2012	201201798	Excellent	Operational	Pico Rivera		✓
Water Recovery Sys.	Silver Eagle		2009		Excellent	Operational	Pico Rivera		
Water Recovery Sys.	Silver Eagle		2010		Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH8900	2010	10661075	Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH8900	2010	521500554	Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2010	521300046	Excellent	Operational	Pico Rivera	✓	
Paint Sprayer	SpeedFlow	GH4900	2009	921300044	Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2009	921300050	Good	Operational	Pico Rivera		✓
Paint Sprayer	SpeedFlow	GH4900	2009	921300042	Good	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2009	213300321	Good	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2008	6213000870	Good	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2008	6213000873	Good	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH4900	2006	631500388	Good	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH8900	2011	413500619	Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH8900	2011	413500620	Excellent	Operational	Pico Rivera		
Paint Sprayer	SpeedFlow	GH8900	2012		Excellent	Operational	Pico Rivera		

GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY (2014-PA012)

PROPOSER'S COMPLIANCE WITH MINIMUM REQUIREMENTS OF THE RFP

Note: Proposer must check a box under each section.

Proposer must meet the following minimum requirements, at the time of proposal submission:

- Proposer must have a minimum of three years' experience performing graffiti abatement services.

- Yes. Proposer does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Name	No. of Years	Description of Service
Superior Property Services, Inc.	18 years	Graffiti abatement experience by means of painting, pressure washing, chemical removal and color matching

OR

- Proposer's managing employee must have a minimum of three years' experience performing graffiti abatement services.

- Yes. Proposer managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to support this minimum mandatory requirement in order to provide for a meaningful evaluation).

Managing Employee's Name	No. of Years	Description of Service
Ron Bruneck	17 years	Graffiti abatement and pressure washing experience, chemical removal and color matching.

- No. Proposer or its managing employee does not meet the experience requirement stated above. If you check this box, your proposal will be immediately disqualified as non-responsive.

GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY (2014-PA012)

I declare under penalty of perjury that the information stated above is true and accurate.

Signature 	Title President
Firm Name Superior Property Services, Inc	Date 5-22-2014

LOS ANGELES COUNTY CODE

Title 2 ADMINISTRATION

Chapter 2.201 Living Wage Program

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.20 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief executive officer, but in no event less than 35 hours worked per week.

- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 §2, 2007; Ord. 99-0048 § 1 (part), 1999.)

2.201.30 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section above for future contracts. Any adjustments to the living wage rate specified in subsection A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and on-going administration of this Chapter. Such instructions may

provide for the delegation of functions to other county departments.

- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.60 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief executive officer, or to the county auditor/controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.70 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.

- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.80 Enforcement and Remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief executive officer:
1. Assess liquidated damages as provided in the contract; and/or
 2. Recommend to the board of supervisors the termination of the contract; and/or
 3. Recommend to the board of supervisors that an Employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time

and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ordinance No. 99-0055 ' 1, 1999; Ordinance No. 99-0048 ' 1 (part), 1999.)

2.201.100 Severability. If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ordinance No. 99-0048 ' 1 (part), 1999.)

*Editor's note: Ordinance 99-0048, which enacted Chapter 2.201, is effective on July 22, 1999.

N/A

FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, complete and submit this form to Public Works seven days prior to the due date for proposals. Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Fax Number:	Email Address:	
Awarding Department:			Contract Term:
Type of Service:			
Contract Dollar Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-1194** :

- My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
 - Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
 - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- Either the contractor or the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

Monthly Quarterly Bi-Annual

Annually Other (Specify): _____

- Neither the contractor nor the employees' collective bargaining unit have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than \$11.84 per hour per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee.
- I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage of not less than \$9.64 per hour per employee.

Health Plan(s): TransChoice Advantage

Company Insurance Group Number: 004336

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: Superior Property Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:	
SIGNATURE: 	DATE: 5-22-2014
PLEASE PRINT NAME: Ron Bruneck	TITLE OR POSITION: President

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.



Owner's/Agent's Authorized Signature

Ron Bruneck, President

Print Name and Title

Superior Property Services, Inc.

Print Name of Firm

5-22-2014

Date

N/A

FORM LW-5

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

Additional Pages are attached for a total of _____ pages.

N/A

FORM LW-6

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____		RANGE OF DEDUCTION _____ (Deduction is taken from the maximum evaluation points available)	
		Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
MAJOR County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	8 - 10%	Consider investigating a finding of proposer non-responsibility**	16 - 20% Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.	4 - 7%		8 - 14% Consider investigating a finding of proposer non-responsibility**
MINOR County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*	2 - 3%		4 - 6%
INSIGNIFICANT County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*	0 - 1%		1 - 2%
NONE County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*	0		N/A

Assessment Criteria

* A 'Labor Law/Payroll Violation' includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.

REQUESTED INFORMATION ON THE
PROPOSER'S MEDICAL PLAN COVERAGE

Proposer: Superior Property Services, Inc.

Name of Proposer's Health Plan: TransChoice Advantage

Date: 5/27/14

(Please use a separate form for each health plan offered by the proposer to employees who will be working under this contract.)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Proposer's Health Plan Premium			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Proposer's portion of above health premium payment			
Employee only	<input checked="" type="radio"/> Y N	\$	
Employee + 1 dependent	<input checked="" type="radio"/> Y N	\$	
Employee + 2 dependents	<input checked="" type="radio"/> Y N	\$	
Employee + 3 dependents	<input checked="" type="radio"/> Y N	\$	
Any Annual Deductible?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Annual Maximum Employee Out-of-Pocket Expense?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Any Lifetime Maximum?			
Per Person	<input checked="" type="radio"/> Y N	\$	
Per Family	<input checked="" type="radio"/> Y N	\$	
Ambulance coverage	<input checked="" type="radio"/> Y N	\$	
Doctor's Office Visits	<input checked="" type="radio"/> Y N	\$	
Emergency Care	<input checked="" type="radio"/> Y N	\$	
Home Health Care	<input checked="" type="radio"/> Y N	\$	
Hospice Care	<input checked="" type="radio"/> Y N	\$	
Hospital Care	<input checked="" type="radio"/> Y N	\$	
Immunizations	<input checked="" type="radio"/> Y N	\$	
Maternity	<input checked="" type="radio"/> Y N	\$	
Mental Health	<input checked="" type="radio"/> Y N	\$	
Mental Health In-Patient Coverage	<input checked="" type="radio"/> Y N	\$	

LW-7 – PROPOSER'S MEDICAL PLAN COVERAGE (continued)

ITEMS	DOES THE PLAN COVER? (YES) (NO)	WHAT DOES THE PROPOSER OR PROPOSER'S PLAN PAY?	LIST ANY CO-PAYMENTS AND/OR COMMENTS
Mental Health Out-Patient Coverage	(Y) N	\$	
Physical Therapy	(Y) N	\$	
Prescription Drugs	(Y) N	\$	
Routine Eye Examinations	(Y) N	\$	
Skilled Nursing Facility	(Y) N	\$	
Surgery	(Y) N	\$	
X-Ray and Laboratory	(Y) N	\$	

Under this health plan, a full-time employee:

- Becomes eligible for health insurance coverage after 1 days of employment.
- Is defined as an employee who is employed more than 40 hours per week.

OTHER BENEFITS:

- A. NUMBER OF PAID SICK DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 3 DAYS.
- B. NUMBER OF PAID SICK DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 3 DAYS.
- C. NUMBER OF PAID VACATION DAYS EARNED IN THE FIRST YEAR OF EMPLOYMENT IS 5 DAYS.
- D. NUMBER OF PAID VACATION DAYS EARNED IN THE SECOND YEAR OF EMPLOYMENT IS 5 DAYS.
- E. NUMBER OF PAID HOLIDAYS PER YEAR IS 6 DAYS.

**WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
GRAFFITI REMOVAL SERVICES ZONE 5 – SOUTH COUNTY (2014-PA012)**

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach an actual sample copy of timesheet, paycheck, and pay stub.

**ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.**

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>Biometric Time clock as well as GPS tracking system in each vehicle to verify breaks/lunch times in real time.</p> <p>Central warehouse with travel to worksite</p> <p>Shift starts upon arrival to the central warehouse</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

2. REPORTING TIME

How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?

Biometric time clock and onsite supervisor verify arrival and departure times, as well as GPS tracking system reports from each vehicle.

3. RECORDS OF ACTUAL TIME WORKED

3.1. What records are created to document the beginning and ending times of employee's actual work shifts?

Time Sheets from biometric time clock, plus GPS tracking system reports

3.2. What records are maintained by the Proposer of actual time worked?

Same as above

3.3. Are the records maintained daily or at another interval (indicate the interval)?

Records are created and maintained daily

3.4. Who creates these records (e.g., employee, supervisor, or office staff)?

Records are created by employee and GPS tracking system reports are created by office staff.

3.5. Who checks the records, and what are they checking for?

Supervisor and Payroll department checks records for accuracy and completeness, they are also verified and compared to GPS reports

3.6. What happens to these records?

Records maintained and filed for 7 years

3.7. Are they used as a source document to create Proposer's payroll?

yes

3.8. ATTACH ACTUAL COPIES OF THESE RECORDS (Please blank out any personal information).

Superior Property Services, Inc. - Time Card

Inc Sub Employee: All Departments Sunday 5/11/2014 to Sunday 5/25/2014

Department: Superior

Date: 5/23/2014

	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
In	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Out		14:04	05:58 14:07	05:58 14:04	06:12 14:02	05:58 13:33			05:58 14:02	05:57 14:00	05:57 14:01	05:56 14:06	05:57		
Punch Errors		9													9
Total Hours	0.00	0.00	8.15	8.10	7.83	7.58	0.00	0.00	8.07	8.05	8.07	8.17	0.00	0.00	0.00
Regular Hours			8.15	8.10	7.83	7.58			8.07	8.05	8.07	8.17			
Department	Superior Property Services, Inc.														
Settings	Legend														
Verification:	Supervisor <input type="checkbox"/> Director <input type="checkbox"/>														

Accumulated Hours

Worked Hours	64.02
Total Hours	64.02

Pay Period: 5/11/2014 - 5/25/2014

Regular Hours	64.02
Total Hours	64.02
Hours Pay	\$0.00
Total Pay	\$0.00

Department & Premium Hours Recalculate Employee

I certify that the above time card is correct.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>NONE</p> <p>Supervisor and Office Manager</p> <p>yes, employee signs prior to processing payroll</p> <p>Supervisor and payroll department checks records for accuracy and completeness, they are also verified and compared to GPS reports.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Meal breaks are paid and employee logs their break times into GPS cell phone, which can be verified in real time.</p> <p>yes, we maintain GPS reports</p> <p>Supervisor and Office Manager</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>5. HOW PAYROLL IS PREPARED</p> <p>6.1. Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.</p> <p>6.2. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)?</p> <p>6.3. If by check, do they receive a single check for straight time and overtime or are separate payments made?</p> <p>6.4. What information is provided on the check (e.g., deductions for taxes, etc.)?</p> <p>6.5. <u>ATTACH A COPY OF A PAY CHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK OUT BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION).</u></p>	<p>Office manager enters payroll information from time sheets into our Quickbooks Payroll system. Quickbooks prepares payroll checks and automatically adjusted.</p> <p>Wmployees are issued a payroll check prepared by Quickbooks Payroll service. We then print the checks in our office.</p> <p>Single checks are made for all sums owed to employee</p> <p>Sample attached. All items listed</p>

18973

Grandpoint.
Grandpoint Bank
1980 E. Grand, Suite 4200
El Segundo, CA 90245
90-4456-1222

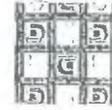
SUPERIOR PROPERTY SERVICES, INC
9129 PERKINS ST.
PICO RIVERA, CA 90660-4512
(562) 801-9200

5/1/2014

PAY TO THE ORDER OF **ADVANCE OF DEPOSIT - NON-NEGOTIABLE**

\$

DOLLARS



NON-NEGOTIABLE

SUPERIOR PROPERTY SERVICES, INC
9129 PERKINS ST., PICO RIVERA, CA 90660

18973

SSN:
Pay Period: 04/11/2014 - 04/25/2014
Status (Fed/State):
Single/Single
Allowances/Extra:
Fed-1/0/CA-1/0
Pay Date: 05/01/2014

Earnings and Hours	Hours	Rate	Current	YTD Amount
Hourly Rate	88.00	9.75	866.00	6,708.00
Overtime Rate	8.00	14.63	117.04	1,067.99
Sick Hourly Rate	96.00	0.00	0.00	78.00
			975.04	7,853.99

Taxes	Current	YTD Amount
Federal Withholding	-89.00	-717.00
Social Security Employee	-60.46	-486.96
Medicare Employee	-14.14	-113.88
CA - Withholding	-10.93	-92.17
CA - Disability Employee	-9.75	-78.54
	-184.28	-1,488.54

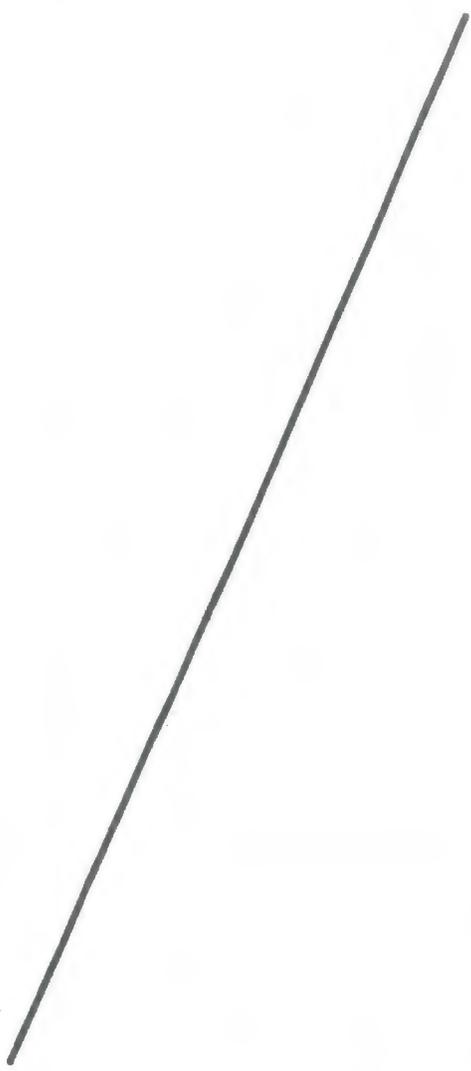
Net Pay 790.76

Direct Deposit - *******9906**
Amount 790.76

Paid Time Off	Earned	YTD Used	Available
Sick	0.00	8.00	-62.00
Vacation	0.00		-88.00

Superior Property Services, Inc., 9129 Perkins St., Pico Rivera, CA 90660

Powered by Intuit Payroll

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>7. MANUAL PAYROLL SYSTEM</p> <p>7.1. If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.</p> <p>7.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?</p>	<p>We manually enter the hours worked to a Quickbooks program to generate payroll checks. After reviewing payroll sheets from biometric time clock, office manager and supervisor sign off and hours are then entered to create paycheck.</p> <p>If employee has multiple wage rates, different rates are entered and hours worked are entered on the specific rate.</p>
<p>8. AUTOMATED PAYROLL SYSTEM</p> <p>8.1. If the Proposer uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.</p> <p>8.2. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Proposer's standard rate for other non-County work), how does the automated payroll system calculate total wages paid?</p> <p>8.3. Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?</p>	

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>9. TRAVEL TIME</p> <p>9.1. How is travel time during an employee's shift paid?</p> <p>9.2. At what rate is such travel time paid if the employee has multiple wage rates?</p> <p>9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:</p> <p>a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.</p> <p>b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.</p>	<p>All travel time is paid once employee starts shift</p> <p>Travel time is paid at base rate or overtime rate, if applicable</p> <p>3 hours plus travel to the next location are paid at the LW rate. Shift starts at the next location and travel time back to the warehouse would be paid at the non-LW rate</p> <p>All work time and travel time would be paid at LW rate</p>
<p>10. OVERTIME</p> <p>10.1. How does the Proposer calculate overtime wages?</p> <p>10.2. What if the employee has multiple wage rates?</p>	<p>per labor wage board; overtime is time and a half over 8 hours per day or 40 hours per week</p> <p>rates are weighed and averaged and then the time and a half is applied</p>
<p>Print Name: Ron Bruneck, President</p> <p>Signature: </p>	<p>Company: Superior Property Services, Inc.</p> <p>Date: 5-22-2014</p>

ADDITIONAL INFORMATION



WHAT "They're saying" ABOUT SUPERIOR

Emails from

Los Angeles County Graffiti Abatement Inspectors

Thu 6/2/2011 9:26 AM

"Jose did an excellent job on painting out the service street embankment on Century & Van Ness Ave. I know the local residents greatly appreciate it and so do I!"

Thu 3/24/2011 3:03 PM

"Awesome, I appreciate the super quick response!"

Thu 1/20/2011 5:01 PM

"Constituent called me from Wilton Pl., she is extremely grateful and happy...thanks again Nancy!"

Thu 6/3/2010 6:32 AM

"The crew did a great job last week just before the Casa Dominguez event on short notice...please tell them thanks for everything!"

Mon 1/4/2010 2:33 PM

"Looks great...excellent color match, thanks again!!"

Thu 12/17/2009 1:36 PM

"Hi Nancy thanks a bunch for the super quick response. BTW, Alex has Lennox in great shape, same with Efen in East flood and the other areas I have as well."

Thu 9/17/2009 4:53 PM

"Hi Nancy, just wanted to let you know Alex is doing a remarkable job in Lennox. He has made a huge difference in the community and it's greatly appreciated!"

Mon 8/17/2009 4:19 PM

"Hi Nancy, I inspected the large vacant lot and location behind it today. Your painter did an excellent paint job on both of them painting the entire area corner to corner."

Mon 3/21/2011 5:05 PM

"Hi Nancy, thanks a lot for responding to my request faster than a 911 call this morning. Salvador showed up in a flash and took care of the wall facing the freeway, behind county property, he did a great job."

Additional Comments:

Ron and Nancy,

"Saw all three of your crews working today. They were doing a great job. I saw them and told them how good they were doing but if you could also let them know.

Thanks for getting all those immediate sites I sent you yesterday. You are making my life easy."

Ron and Nancy,

"The Mayor and Andy, City Manager, appreciate thank you letters from the public and the credit goes to both of you for your quick response to my call. Thank you both for making me look good!"

Sergeant Brad Smith

West Contra Costa Department

June 25, 2010

Dear Graffiti Abatement Program Manager:

"I just wanted to tell you how impressed I am with the smoothness and efficiency of the graffiti removal process. The operators who answer the hotline are courteous and professional, which makes the reporting very easy, and amazingly the workers remove the graffiti almost every time within 1-2 days of my report. It's rather incredible, considering what I'm sure is a constantly heavy workload for you. It really keeps our neighborhood looking nice and clean, and I know all the other residents appreciate it too because they remark about how wonderful it is to see it removed so quickly.

"Thanks again for all you and your staff's hard work."

Sincerely,
El Camino Village,
Resident

Wed 3/16/2011 4:34 PM

"Hi Nancy, this is just to thank you for sending your crews to Walnut Park today to help me out, they are working very hard to restore sidewalks to original stage, it's a slow process but every time keeps looking better and better.

Residents out there are very happy about it, because they started to notice the old paint on sidewalks is disappearing little by little."

Sgt. Ron Allen
West Covina Police Department
1444 W Garvey Ave
West Covina CA 91790
626-939-8600 ex 7791 w
ron.allen@wcpd.org

"I should like to inform you and the City Staff of the quick response that the Contractor Superior Products made to my graffiti e-mail sent to Nancy on Monday, 02-07-2011 (see trailing e-mails). I sent the e-mail at around 3:30 PM Monday detailing a recent rash of graffiti in my neighbor. By 11:00 AM on Tuesday, the contractors' crew had responded. They certainly lived up to their name ."

John Solis
West Covina Resident
In a message dated 2/8/2011 2:53:12 P.M. Pacific Standard Time to ron.allen@wcpd.org

Dear Mayor Lane and Mr. Curtin,

"I want to thank both of you for responding to my recent e-mail and for addressing my concerns about the graffiti cleanup in our city. The city's follow through was excellent! I was very happy to see how quickly the locations I sent you pictures of were corrected. They look great, as do those neighborhoods. I'm also glad to hear that the situation is being monitored and that the city has a plan to ensure quality graffiti clean up in the future. I will let you know if any other concerns arise in the future."

Thank You,
Resident
West Covina, CA 91792



April 17, 2013

Subject: Rapid Response to Graffiti

Dear DPW Executives and Elected Officials,

I write to congratulate you, from the top down, on the rapid response to a graffiti report I made a few weeks ago, on your web site and also by phone, regarding a gang-related slew of graffiti painted messages at the corner of Slauson and LaCienega Blvd.

This busy intersection is at the heart of District 3's Ladera Heights neighborhood, where we monitor our streets and buildings vigorously for the first sign of this type of blight. We don't have gangs here, and don't want to encourage their use of our community for their "notices"!

The DPW graffiti crew was out the next day to remove paint from our community's "Ladera Heights" concrete wall, and the nearby street sign(s) that were also infected.

What an example! With this type of response everywhere, it would hardly be cost-effective for the perpetrators to bother in the first place....Please convey to your managers and their crews our satisfaction at their fine service. I hope it continues and serves as an example of how to fight this scourge throughout the County and its constituent cities.

Best regards,
Dorothy Harris
2nd Vice President, Ladera Heights Civic Assn.
Chair, Beautification Committee
waldort@yahoo.com

CC: Farber, Gail; Nyivih, Anthony; DeChellis, Arienne; Mark Ridley-Thomas; Erin Stennis;
MacGregor, David; Adkins, John; Fryer, David;



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

November 19, 2002

To Whom It May Concern:

SUPERIOR PRESSURE WASHING, INC.

Superior Pressure Washing, Inc. (Superior) served as our graffiti removal contractor from July 1, 1997 to June 30, 2002. Over the past five years, Superior has administered 14 contracts within the County. Superior has proved to be very effective and timely in removing graffiti throughout the unincorporated areas that they served. The graffiti was professionally removed within the 48 hours and 24 if obscene, sometimes being removed in the same day. The Los Angeles County Board of Supervisors and the community, in which this contractor serviced, were highly satisfied with the services provided. Due to our bidding process, Superior was outbid for the fiscal year 2002-2003.

If you have any questions, please feel free to call me at (626) 458-4091.

Sincerely,

A handwritten signature in cursive script that reads "Valerie J. Hill".

Valerie J. Hill
Graffiti Abatement Program Manager

VH:tr/P:Larry



COUNTY OF ORANGE

RESOURCES & DEVELOPMENT MANAGEMENT DEPARTMENT

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA
P.O. Box 4048
Santa Ana, CA 92702-4048
Telephone: (714) 834-2300
Fax: (714) 834-5188

March 3, 2006

Superior Property Service
Larry DeCrona
1415 E. McFadden Suite D
Santa Ana, Ca. 92705

To Whom It May Concern:

This is a letter of reference for Superior Property Service.

This company has been doing graffiti removal, painting and steam cleaning for various County of Orange facilities for the past five and half years.
The company has performed in a satisfactory manner.

If you have any questions regarding Superior Property Service, please do not hesitate to give me a call at 714-567-7750.

Sincerely,

Norman Hamaker
Contract Services Supervisor



FRANK J. WILLS
Chief of Police

December 19, 2008

Ron Bruneck
Superior Property Services
9129 Perkins Street
Pico Rivera, CA 90660-4512

Dear Superior Property Services:

Thank you for your graffiti removal service in the City of West Covina over the last few years. The presence of graffiti, in any city, is a direct reflection on the community and how the community deals with crime. The City of West Covina has a zero tolerance towards graffiti and Superior has helped us with this goal.

Besides being very responsive to the needs of the community, you have acted quickly to removing the graffiti from the well-traveled streets as well as in our parks and highly visible public areas.

In the past when an area had to be painted over it often did not match previously painted areas. This was almost like leaving a calling card to taggers to return. With the addition of your custom paint matching systems on your service trucks this will improve your onsite paint matching capabilities. This new system will help in the overall appearance of the community and benefit everyone.

I have also heard you will be going GREEN in a few months with the addition of your new propane pressure washer and full water recovery and recycling units. It sounds like Superior has done their homework to incorporate the latest technology in graffiti removal. This will be an added benefit for the community and the environment.

Your mission of removing graffiti from the City of West Covina is a never-ending task, which is quite challenging to say the least. I commend you, your staff and your standard of excellence in keeping West Covina graffiti free. We believe that you are setting the standards for graffiti removal, keep up the good work.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank J. Wills", written over a horizontal line.

FRANK J. WILLS
Chief of Police



CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6471
FAX: (323) 848-6565

DEPARTMENT OF HUMAN SERVICES

June, 24, 2009

To Whom It May Concern;

I am pleased to recommend Superior Property Services, Inc. to anyone considering the use of their services. They have been providing consistent high quality pressure washing services to the City of West Hollywood. Superior has embraced West Hollywood's core values relating to sustainability and have up graded their equipment and provided us with 100% propane powered pressure washing and water recycling which exceeded our stiff requirements and goals of maintaining a Green image.

It continues to be a pleasure dealing with the friendly staff of Superior. They have been very dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP. Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior.

Should you have any questions please feel free to contact me at 323-848-6339.

Sincerely,

Kevin W. Trudeau, Maintenance Superintendent
Facilities and Landscape Division



ORANGE COUNTY

Public Works

Our Community. Our Commitment.

Bryan Speegle, Director
300 N. Flower Street
Santa Ana, CA

P.O. Box 4048
Santa Ana CA 92702-4048

Telephone: (714) 834-2300
Fax: (714) 834-5188

December 17, 2008

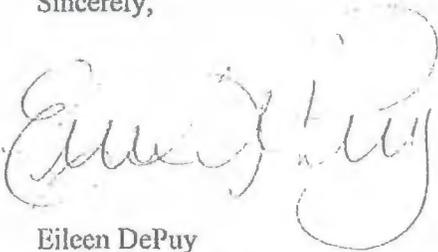
To Whom It May Concern:

I am pleased to recommend Superior Graffiti Abatement to anyone considering the use of their services. They have been providing supplemental graffiti abatement services to the County of Orange. Their primary responsibility has been graffiti removal in the County's flood control channels.

It has been a pleasure dealing with the friendly staff of Superior. They are dependable, professional and responsive in meeting all of our requests, including the specifications of our RFP.

Superior has provided quick response, detailed follow-up reports, good communication with my staff, and have been terrific to work with. It is without reservation I provide this letter of recommendation for Superior. If you have any further questions, please feel free to contact my office.

Sincerely,



Eileen DePuy
Manager, Operations & Maintenance/Special Projects

Bid Detail Information

Bid Number : PW-ASD920
Bid Title : Graffiti Removal Services Zone 5 - South County (2014-PA012)
Bid Type : Service
Department : Public Works
Commodity : GRAFFITI REMOVAL SERVICES
Open Date : 4/28/2014
Closing Date : 5/27/2014 5:30 PM
Bid Amount : \$ 160,000
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for the contract for Graffiti Removal Services Zone 5 – South County (2014-PA012). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one year option renewals. The total annual contract amount of this service is estimated to be \$160,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Mr. Scott Pham at (626) 458 4069, spham@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document at the time of proposal submission including, but not limited to:

1. Proposer must hold a valid and active C-33 State of California-issued Contractor's license.
2. Proposer or its managing employee must have a minimum of three years of experience performing graffiti abatement services.
3. The use of subcontractors is prohibited for this service. Please disregard all references to subcontractor in this RFP.

A Proposers' Conference will be held on Monday, May 12, 2014, at 9:30 a.m. at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A.
ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED

REPRESENTATIVE AT THE CONFERENCE IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Tuesday, May 27, 2014, at 5:30 p.m. Please direct your questions to Mr. Pham at the number listed below.

Contact Name : Scott Pham
Contact Phone# : (626) 458-4069
Contact Email : spham@dpw.lacounty.gov
Last Changed On : 4/29/2014 8:01:54 AM

[Back to Last Window](#)